



Industrie Service

# ADIASYSTEM® Licence Agreement

signed between

**TÜV SÜD Industrie Service GmbH**  
(hereafter referred to as TÜV SÜD)  
Westendstr. 199  
80686 Munich / Germany

and

**TECHNICKÁ INŠPEKCIA, a.s.**  
(hereafter referred to as LICENSEE)  
Trnavská cesta 56  
821 01 Bratislava / Slovak Republic

Choose certainty.  
Add value.

## 1. Purpose

This agreement stipulates the rules established between TÜV SÜD and the LICENSEE for granting a general license for using the hardware and software of the PC-driven lift inspection method ADIASYSTEM. Specifically, it defines concrete and supplementary details in addition to the enclosed "Standard Terms and Conditions for the ADIASYSTEM Licence Agreement".

Date: 2014-12-10

Our reference:  
1412\_ADIAS\_LA\_TISR /  
IS-IS-MUC/Py

This document consists of  
2 Pages.

Page 1 of 2

## 2. Granting of Licence

TÜV SÜD, as the sole proprietor of ADIASYSTEM, grants the LICENSEE a non-exclusive, non-transferable licence concerning the contract property rights and concedes the right to use the contract know-how, and the ADIASYSTEM hardware and software within the Slovak Republic.

In particular, TÜV SÜD agrees that the LICENSEE is making use of the ADIASYSTEM method for any statutory or non-statutory kind of lift inspection or testing in the Slovak Republic.

Any deliberate or grossly negligent infringement on the contract property rights may cause a termination of this agreement.

## 3. Usage / Purchase of ADIASYSTEM Equipment

In the past, the LICENSEE had purchased several complete ADIASYSTEM equipment kits, and he is entitled to further purchase the required number of equipment kits and ADIASYSTEM devices from TÜV SÜD. The applicable current prices of ADIASYSTEM component parts are fixed in the valid price list. The current price list is attached for reference.



Headquarters: Munich  
Trade Register Munich HRB 96 869  
VAT ID No. DE129484218  
Information pursuant to Section 2(1)  
DL-InfoV (Germany) at  
[www.tuev-sued.com/imprint](http://www.tuev-sued.com/imprint)

Supervisory Board:  
Karsten Xander (Chairman)  
Board of Management:  
Ferdinand Neuwieser (CEO),  
Dr. Ulrich Klotz, Thomas Kainz

Phone: +49 89 5791-0  
Fax: +49 89 5791-2989  
[www.tuev-sued.de/is](http://www.tuev-sued.de/is)

TÜV®

TÜV SÜD Industrie Service GmbH  
Innovative Systems  
Westendstrasse 199  
80686 Munich  
Germany



Industrie Service

#### 4. Licence Fee / Software Updates

For granting licence to make use of the ADIASYSTEM software, providing second level support, making available the contract know-how, the existing contractual property rights, the maintenance of the ADIASYSTEM software, the annual software updates as well as the periodic re-calibration of all ADIASYSTEM transducers, the LICENSEE has to pay to TÜV SÜD annual licence fees.

The **annual fees of 2,800.- €** are agreed as an overall lump sum that covers both the license for all ADIASYSTEM equipment sets owned by the LICENSEE as well as the costs for all required periodic calibration services. The fees remain unchanged if the LICENSEE buys additional ADIASYSTEM tools and devices.

This fee will be charged for the first time in 2015.

#### 5. Warranties

The extent of the TÜV SÜD's warranty and liability is described in the articles 3 and 10 of the enclosed terms and conditions.

In no event TÜV SÜD shall be liable for any consequential, indirect, special or incidental damages, originating from the application of the contractual products or the software. As far as not explicitly stated in this contract and its enclosures there are no other warranties expressed or implied.

#### 6. Contractual Period

This agreement becomes effective on 01 January 2015, and is concluded for a term of 3 years. After that, the contract is automatically extended for another year, unless one of the parties terminates this contract by the end of a calendar year by serving a three months' written notice.

#### 7. Confidentiality

TÜV SÜD and LICENSEE are authorized to provide information from this contract or whole contract in case if the obligation to provide information follow from a legal regulations.

#### 8. Miscellaneous

For all other aspects the enclosed „Standard Terms and Conditions for the ADIASYSTEM License Agreement“ are applicable and are a substantial part of the contract.

Munich,

TÜV SÜD Industrie Service GmbH

Alfons Petry

Bratislava,

TECHNICKÁ INŠPEKCIA, a.s.

Dušan Konický

**Enclosures:** Standard Terms and Conditions for the ADIASYSTEM Licence Agreement (June 2011)  
ADIASYSTEM Price List (May 2014)

2

## Standard Terms and Conditions for the ADIASYSTEM Licence Agreement

### Section 1: ADIASYSTEM

ADIASYSTEM is a computer-aided measurement and calculation system (= contract system) for the testing of elevators. The method and its specific devices were designed and developed by TÜV SÜD INDUSTRY SERVICE (hereinafter referred to as TÜV SÜD). TÜV SÜD has designed all equipment for carrying out the contract operation (= contract equipment). TÜV SÜD is the sole proprietor of ADIASYSTEM and holds the exclusive right of disposition for a special software (= contract know-how) and holds various patents and registered design patents (=contractual property rights) relating to the contract know-how in countries throughout the world.

### Section 2: Granting of Licence

TÜV SÜD grants the LICENSEE for the individually agreed contractual territory a non-exclusive, non-transferable simple licence concerning the contract property rights, and concedes the right to use the contract software within the contractual territory. TÜV SÜD reserves the right to specify in the main contract how the LICENSEE can exercise the contract property rights.

After signing the licence agreement with the LICENSEE, TÜV SÜD is still allowed to use the software and contract property rights for its own purposes and to grant further licences and rights of use to third parties - even within the contractual territory. Licence and right of use cannot be transferred to third parties. The granting of sub licences is excluded too. Licence and right of use may not be yielded to a company taking over the LICENSEE, nor transferred to any legal successor. The licence and the right of use expire when the LICENSEE is dissolved or liquidated. The TÜV SÜD is, in any case, the sole proprietor and holds the exclusive rights concerning the contractual property rights and the contractual know-how including the software program.

### Section 3: Warranty and Liability of TÜV SÜD.

As far as legally permissible, TÜV SÜD does not assume any warranty or liability, in particular for the exclusivity and legal enforcement of the contractual property right or for the admissibility of its use in the contractual territory. TÜV SÜD also assumes neither warranty nor liability for the risk of the economical and commercial use or for any further use by the LICENSEE. As far as legally permissible TÜV SÜD does not assume any warranty or liability with regard to the software, with the following exceptions:

According to the Code of Practice in Electronic Data Processing, errors cannot be generally excluded, even when exercising the high standard of care common in this sector of industry. It is affirmed that the software conforms to this standard of care. Reproducible errors which are not caused by operator errors will be fixed immediately and free of charge by TÜV SÜD for the LICENSEE. The LICENSEE is solely responsible for obtaining any legal authorisation that might be required for the use of the ADIASYSTEM system within the contractual territory.

### Section 4: Contract Software

TÜV SÜD provides the contract software on a data processing media or via E-mail update to the LICENSEE. The software can only be used during a limited period as certain programme interruptions are built into the programme, which prevent the programme from functioning properly after the validity period has expired. During the term of the licence agreement TÜV SÜD will regularly - at the latest four weeks before the expiration of the previously provided software version - provide the other party with the new software update which again has only a limited functional period.

The LICENSEE is only authorised to use the contract software within the limits of the licence agreement and in connection with the corresponding hardware (= contract device)

### Section 5: Licence Fee

The issue of the licence, including the granting of use, is subject to payment of royalties. Thus, the LICENSEE has to pay to TÜV SÜD licence fees. The kind of licence fee is to be agreed in a main contract. The licence fee is calculated from the number of contract devices acquired by the LICENSEE. The licence fees become due on the end of each quarter of a calendar year. All royalties are invoiced by TÜV SÜD and are due for payment within four weeks from date of invoice. The maintenance of the programme with the corresponding updates and the calibration of the (intelligent) transducers are included in the licence fee.

Prompt payment is a precondition for the supply of the contract software to the LICENSEE in accordance with section 10.

### Section 6: Exercise of Licence and Right of Use, Preservation of Contractual Property Rights

The LICENSEE is under no obligation to exercise the licence and the right of use. Neither is TÜV SÜD under any obligation to keep up both the contractual property right on which the licence contract is based and the utility patent. TÜV SÜD can always give up, sell or transfer the property right or the utility pattern.

If TÜV SÜD intends to either relinquish, sell or transfer the property rights, it will inform the LICENSEE as soon as possible.

## **Section 7: Claim of Third Parties and Defence of Property Rights**

TÜV SÜD is under no obligation to defend property rights against any charge/challenge from third parties. If the use of the licence concerning the property rights leads to the prosecution of the LICENSEE due to the infringement of property rights, TÜV SÜD is not obliged to defend itself or the LICENSEE against this prosecution. If TÜV SÜD chooses not to defend itself or the LICENSEE against the prosecution the LICENSEE's claims arising out of this contract have to be adapted to this new situation. The LICENSEE is free to defend itself at its own costs. In this case, the LICENSEE must inform TÜV SÜD. If requested TÜV SÜD will act as technical adviser. The LICENSEE will immediately inform TÜV SÜD of any possible infringements of the property right which come to the knowledge of the LICENSEE. It is up to TÜV SÜD whether to proceed against the body violating the property rights, and, in this case what measures to take. If TÜV SÜD wants to proceed against a third party for violating a property right, then the LICENSEE must support TÜV SÜD to the best of its abilities. The LICENSEE is only permitted to proceed against a third party violating property rights if it has the written consent of TÜV SÜD. In this case, the LICENSEE must meet the costs. The LICENSEE will neither contest the property right nor support any contest. This clause will still be valid after this contract has expired.

## **Section 8: Improvements and Changes to the Property Right**

TÜV SÜD agrees to inform the LICENSEE about any known changes and improvements made or about which it knows during the validity of the contract and to make them available to the LICENSEE even if an industrial property right will be filed.

The LICENSEE is not allowed to change and improve the industrial property right itself but can suggest changes and improvements to TÜV SÜD for realisation. If the suggested changes mean a considerable improvement of the industrial property rights, TÜV SÜD will determine whether an alteration of the contract is indicated.

## **Section 9: Cancellation of Property Rights**

If the patent is not granted due to filing for registration, or if the granted property right is cancelled, revoked, withdrawn or declared void due to the request of a third party or for any other reasons the licence fees already paid cannot be claimed back under any circumstances. If the contract know-how becomes general knowledge the licence fees already paid cannot be claimed back from TÜV SÜD under any circumstances. If only one of these two cases occurs, the claims concerning the licence fees for the unaffected subject matter of the contract remain unchanged. Licence fees which are due, but have not yet been paid on the cancellation, revocation, withdrawal or voiding of the property right, or in the event of the contract know-how becoming general knowledge, have to be paid immediately.

## **Section 10: Contract Device**

The LICENSEE can purchase the required number of contract devices from TÜV SÜD. The contracting devices are manufactured under TÜV SÜD's licence terms by authorised suppliers. When selling the contracting devices TÜV SÜD acts only as an intermediary. The respective suppliers assume the full warranty for the components of the contract device. TÜV SÜD does not provide any warranty with regard to these parts. In no event TÜV SÜD shall be liable for any consequential, indirect, special or incidental damages, originating from the application of the contractual products or the software. As far as not explicitly stated in the contract and its enclosure there are no other warranties expressed or implied. The contract software can only be used on the contract device ADIASYSTEM. The LICENSEE may not sell, hire out, or leave the contract device either for free use or use for a fee, to third parties which are not, on their part, licensees of the contract property rights or a party entitled to use the contract software. The LICENSEE can also offer contract devices which it does not need any more to TÜV SÜD for sale.

The necessary gauging / calibration of the force and travel factor is carried out by the LICENSEE under its own responsibility.

## **Section 11: Contractual Period**

The licence agreement is concluded by both parties only for a limited period. With regard to the contract property right, the contract expires automatically, without notice, on the day of the property right's expiration, upon cancellation of property rights, upon liquidation of the LICENSEE or upon institution of bankruptcy or debt composition proceedings concerning the assets of the LICENSEE. With regard to the contract software, the contract expires when the software becomes public knowledge. If only one of these two cases occurs, the other remains unaffected.

The right of exceptional notice for an important reason remains in effect. Any notice has to be in writing. The LICENSEE is obligated to treat confidentially all information and knowledge received from TÜV SÜD on the occasion of the contract, and is obliged to observe confidentiality even after this contract has expired. The LICENSEE is obligated not to make the contract know-how available to any third party.

## **Section 12: Final Provision**

The contract is subject to German laws. The place of jurisdiction for both parties is Munich. The contract year is the calendar year. Any ancillary agreements and alterations of the contract have to be made in writing.

If single provisions of these terms should become null and void, the effectiveness of the remaining terms is unchanged. The parties shall rather try to substitute the ineffective provision with an effective one which is the least divergent from the economic purpose of the ineffective one.