

LICENSE AGREEMENT

between

Henning Testing Systems GmbH, Loher Straße 4, 58332 Schwelm,

- hereinafter known as „licensor“ -

and

Technická inspekcia a.s., Trnavska Cesta 56, 821 01 Bratislava, Slovakia

- hereinafter known as „licensee“ -.

Preamble

- (1) The contractual relationship between licensor and licensee is governed exclusively by the terms of this contract.
In addition, the general terms of delivery and licensing conditions of the licensor apply.
Individual orders of the licensee with respect to the subject of the license or any related items shall have no legal effect in the contractual relationship between the parties.
The validity of general terms and conditions transmitted for example in connection with orders of the licensee to the licensor is expressly excluded.
The effective incorporation of the terms and conditions of the licensee requires the explicit prior written consent of the licensor.
- (2) The licensor holds the copyright as well as the contractual know-how as described below for:

Elevator Inspection System 2.0, consisting of:

- 1 x Acceleration Sensor PS1
- 1 x UCD User Control Device
- 1 x Rope-load measuring system containing 1x MSM12 (Elvi-Version)
- and 6 x rope load sensors LSM1

Optional: additional rope load sensors LSM1 and/or best sensors LSM Belt

Hydraulic-Sensor HS1

as well as

1 x Henning Sensor Suite Software version 1.73 (status 06.03.2018)

If the subject matter of the contract in the following text refers to the Lift Elevator Inspection System 2.0 described above together with the individual components described above.

(3) Definitions in the Broader Sense of the Contract

3.1 Contractual Copyright

Copyright Henning Testing Systems Software

Annex A contains the manual for the PC-software. At the time of signing the contract, both manual and software are of the version 1.71.

3.2 Contractual-Know-How

The entirety of technical and/or commercial knowledge which is secret and/or essential.

1.

Nature of the License

- 1.1 The licensor grants the licensee the non-transferable and non-exclusive right to use the licensed software and the associated material, including hardware, for a fee.
- 1.2 Licensors and licensees agree, that the regulations of Paragraph 1.1 shall apply to all future changes, which are developed by the licensor concerning the subject of the license.
- 1.3 Changes within the meaning of paragraph 1.2 are updates, i.e. subsequent versions which qualitatively improve the performance of the software or program and serve to eliminate or circumvent software errors.

- 1.4 Upgrades are not changes within the meaning of paragraph 1.2, but follow-up versions, which extend the range of services or incorporate program updates with regards to changed factual or legal circumstances, and releases, i.e. more comprehensive changes in the performance of the hardware and software or program in qualitative and/or in quantitative terms.

2.

Secrecy Agreement / Legal Practice

- 2.1 The licensee commits himself to refrain from using information, in particular technological knowledge, which becomes known to him in connection with the licensed software and the associated material as well as the hardware provided, for his own purposes. Excluded from this is the right of use defined in paragraph 1 of this agreement.
- 2.2 The Licensee commits himself to keep secret all technological and other knowledge that has become known to him in connection with the licensed software and the associated material including hardware, and not to bring these to the attention of a third party.

A disclosure of this information requires the explicit prior written consent of the licensor.

- 2.3 The Licensee shall exempt the licensor of all damages resulting from a breach of the aforementioned paragraphs; this also applies in the event of a claim from a third party against the licensor.

3.

License Fees

- 3.1 The licensee pays the licensor a license fee of € 7.50 (in words: seven euros and 50 euro-cent) plus applicable statutory value added tax per examination of elevator installations carried out and invoiced by the licensee within the scope of the licensed object.

The licensee reports the examinations carried out to the licensor at the end of each quarter, beginning with 30th September 2018.

The licensee will receive an invoice from the licensor and will pay the invoiced amount within 10 days of the invoice date.

3.2 The licensee may offset only undisputed or legally established claims against outstanding receivables of the licensor.

3.3 The licensee is in default of payment if he fails to comply with 3.1. terms of payment stated in paragraph 3.1. A reminder by the licensor is not required to ascertain a late payment. If the licensee's payment is wholly or partially overdue, the licensee shall pay the licensor interest of 8% per annum above the applicable base interest rate for the outstanding amount, unless the licensee proves, that no damage was incurred through the delay.

3.4 Payments by the Licensee are to be made to the account given on the Licensor's invoice.

4.

Accounting

4. The licensee has to keep suitable accounting records of the following data: the number of inspections carried out and invoiced with the subject matter of the contract.

The Licensor may have the Licensee's accounts examined by an auditor or accountant at its own expense.

5.

Warranty

The Licensor warrants that the provided hardware and software fulfill the assured functions.

Prerequisite for the warranty is, that the subject matter is not mishandled and only utilized as provided for in this agreement.

Errors are to be reported by the licensee to the licensor in writing immediately after discovery.

The licensor will eliminate any errors he has been notified of free of charge for the licensee.

If debugging is not possible, the licensor will develop a fallback solution.

The licensor is entitled to choose, whether he fulfills his obligation of error correction by replacement or remedying of the defects.

Warranty claims of the licensee against the licensor become time-barred within the period of two years with effect from the date of delivery of the subject matter.

In the case of the delivery of updates, the licensee is obligated to carry out a data backup before carrying out the update installation. If the licensee fails to carry out the data backup prior to the installation of the update and if the update installation leads to data losses, claims for warranty or compensation or any other eligible claims against the licensor are expressly excluded.

6.

Liability Disclaimer

The Licensor assumes no liability for any application- or operating-errors when using the hard- and software or for any non-contractual use.

Liability of the licensor for personal injury exists only insofar as when it was caused by intent or gross negligence.

The liability of the licensor, including claims of the licensee for any reimbursement of expenses, is limited to the maximum amount which is covered by the licensors product liability insurance.

The liability for further damages and reimbursement of expenses of the licensee is expressly excluded.

7.

Duration of Contract

The contract comes into force upon signature and is concluded for an indefinite period of time.

The licensee or the licensor may terminate the contract at the end of the year with one year's notice, but not earlier than two years after signing the contract.

However, the licensor is entitled to terminate the contract early by giving one month's notice, if the license fee to be paid by the licensee has not been paid within one month from a written reminder with a notice of termination by the licensor.

Both parties are entitled to terminate the contract for major reasons without the need for a notice period.

The notice of termination as well as the statement setting the deadline must be in writing.

Upon termination of the contract, the licensee is liable to hand over the software provided to him by the licensor together with the manual to the licensor immediately.

8.

Applicable Law, Contractual Language, Place of Fulfillment, Place of Jurisdiction

- 8.1 The contractual relationships between the parties are exclusively subject to German substantive law with the expressly exclusion of the UN Sales Convention.
- 8.2 The contract language is the German. The German language and linguistic usage are also decisive in case of disputes between the contracting parties regarding the interpretation of the contract.
- 8.3 Place of fulfillment for all obligations arising from this contract for both the licensor and the licensee is the licensor's registered seat.
- 8.4 The exclusive place of jurisdiction for all disputes arising from this contract is the court at the registered seat of the licensor.

9.

Contract Amendments, Written Form

All changes and additions to this contract must be made in writing in order to be effective.

This also applies to a change of the written form clause. A waiver of the written form also requires the written form.

10.

Notes

The Licensor expressly points out that he did not verify, whether the use of the licensed object (hardware and/or software) in the country of the licensee's residence may be subject to statutory or other restrictions.

Therefore, the licensor excludes all warranty and liability.

The licensor is subject to the verification obligation under the German foreign trade act and the foreign trade ordinance. The necessary export licenses are available and will be made supplied to the licensee.

11.
Applicable Regulations

In addition to the provisions of this contract, the terms and conditions of sale and delivery as well as the license conditions used by the licensor and known to the licensee apply to the contractual relationship.

Schwelm,

Bratislava,

Henning Testing Systems GmbH

Technická inspekcia a.s.