

Maintenance Services Contract
for the TopSky ATC (Eurocat X)

between

STATE ENTERPRISE “ORO NAVIGACIJA” (ON)

Rodūnios kelias 2,
LT-02188 Vilnius
Lithuania

and

THALES AIR SYSTEMS SAS (THALES)

3, avenue Charles Lindbergh
94150 – Rungis
France

THALES AIR SYSTEMS SAS (THALES) and STATE ENTERPRISE “ORO NAVIGACIJA”
(ON) being referred collectively as “PARTIES” and individually “PARTY”

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ART.1. SCOPE OF THE REPAIR SERVICE

THALES AIR SYSTEMS SAS (THALES) hereby undertakes within the frame of this repair service contract ("the Contract") to perform the following services upon the terms and conditions herein contained:

- Software repair service on TopSky ATC configuration X system in VILNIUS ("Software Repair Service") as described in the Technical Proposal in Annex B and in the Commercial proposal in Annex C.
- Delivery of hardware spare parts for the TopSky ATC configuration X system in VILNIUS ("Hardware Spare Parts")

1.1. HARDWARE REPAIR SERVICES AND SPARE PARTS

There is no hardware repair service nor Spares included in this Contract.

Upon ON request and depending on the availability of the Hardware, THALES shall assess the possibility to provide the customer with Hardware Spares, repair service or replacement by a standard exchange a piece of the hardware currently in operation in Vilnius.

The process for on-demand hardware spares and repair service will be as follows:

- The customer has to consult the on-line catalog of spares and repairs
- Contact the Thales dedicated services by COL or by mail
- Thales realizes a quotation and submit it to the customer
- Once approved by the customer, the purchasing order is established and
- Thales and ON sign the Supplement to the Contract
- The customer then sends the hardware to repair to Thales Fleury-les-Aubrais (France).
- The delivery of the repaired item after reception in Thales Fleury-les-Aubrais can be between 90 days for standard repairs and 120 days for nonstandard repairs
- Shipment costs are in charge of customer.

ON will deliver all items to be repaired or replaced to THALES on a CIP ROISSY CDG Airport – France, as defined in INCOTERMS 2010 of the International Chamber of Commerce (ICC publication n° 715). Cost of packing, shipment and customs fees will be borne by ON.

THALES will deliver all items to be repaired or replaced to ON, on a CIP Vilnius International Airport, as defined in INCOTERMS 2010 of the International Chamber of Commerce (ICC publication n° 715). Cost packing and shipment will be borne by THALES.

1.2. SOFTWARE REPAIR SERVICE

The Software Repair Services are specified in the dedicated documents Technical Proposal in Annex B and in the Commercial proposal in Annex C.

ART.2. COVERED ITEMS – SOFTWARE REPAIR SERVICE

The items covered by this software Repair Service are exclusively limited to those listed in ANNEX B.

ART.3. PERIOD OF VALIDITY

The duration of this Contract shall be two (2) years from the 01st of June 2017 until 31st of May 2019. The Contract may be extended for an additional period (from 3 to 12 months) by ON providing written notice to Thales at least 3 months before the end of the Contract.

ART.4. OBSOLESCENCE

If THALES is informed during the period of validity of the Repair Service that production of any part of the equipment or components will expire, ON will be advised in order to enable it to either:

- Order a sufficient stock of spares or,
- Initiate a modification of such equipment or components.

In case of a major obsolescence, impeding the repair or replacement of a faulty item, both Parties will jointly determine possible solution(s) and corresponding cost impact(s) in order to overcome the problem.

ART.5. VISITS

5.1. ANNUAL REVIEW

One annual review will be held each year in ON's premises between ON and THALES Support Project Managers to review the following subjects:

- Operational problems,
- Technical problems,
- Reliability figures for the year,
- Hardware repairs (if any),
- Software requests and modifications performed/to be performed,
- Logistic support,
- Other points to plan.

The date of the meeting will be mutually agreed between ON and THALES.

The meeting minutes will be written at the end of each meeting and signed by both parties.



5.2. TOP SKY ATC CONFIGURATION X CHECK-UP VISITS

A yearly check-up visit in ON premises is included in the present Contract during which the TopSky-ATC technical expert will analyze the system and install a new software release with the correction of the software defects.

ART.6. PRICE

The following prices are fixed and firm for the period defined in Article 3.

It excludes any taxes, levies and/or duties that might be charged outside French territory and which shall be borne by Oro Navigacija.

The price of this Service Contract consists of:

6.1. HARDWARE SPARE PARTS AND REPAIR SERVICE PRICES

Upon ON request for hardware spares and/or repair service, Thales will first assess the possibility to answer to the request. In case of capability for Thales to answer to the need a corresponding quotation will be provided (the prices for individual spare parts and/or repair service will be given in EURO not including VAT).

6.2. SOFTWARE REPAIR SERVICE PRICE

The detailed services to be delivered by THALES for the Software Repair Service are described in Annex B and Annex C of the present document.

a. For the period from 01st of June 2017 until 31st of May 2018 (hereinafter "Year 1"), the Software Repair Service consists of ATC software maintenance as described in Annex B which includes:

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(Hereinafter: Year 1 Contract Price)



b. For the period from 01st of June 2018 until 31st of May 2019 (hereinafter "Year 2"), the software maintenance offer consists of ATC software maintenance which includes:

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(Hereinafter "Year 2 Contract Price")

The total Contract Price for two years is:

EUR 280 000, 00 (two hundred eighty thousand euros)



In case ON do not use one of the two undefined PCR correction included in Year 1, ON shall have right to request such PCR correction during the next following year, i.e. Year 2. Such right to transfer to the next following year shall be limited to one PCR only and it shall be delivered in one single software release.

ART.7.PAYMENT

The Contract Price set forth in article 6.2 shall be paid by bank transfer in accordance with the following terms of payment:

- 30% of the Contract Price upon contract signature (down-payment)
- 8,75% of the Contract Price at the end of each quarter from the date of signature to the end of the Contract (i.e. 8 installments)

Issued invoices will not include any tax, levies and/or duties that might be charged outside French territory and which shall be borne by Oro Navigacija. Each invoice has to include the number of this Service Contract.

Invoices issued by THALES mentioned in this Article 7 shall be payable within fifteen (15) days of their delivery to Oro Navigacija.

ART.8.LANGUAGE OF THE CONTRACT

This Contract has been written in both English and Lithuanian Languages and in case of any dissimilarity, the English version of the Contract shall prevail.



ART.9. GENERAL CONDITIONS

Unless otherwise specified herein, the THALES AIR SYSTEMS SAS General Conditions for the sale of equipment and/or the supply of services including repairs as attached in Annex A shall apply. In the event of inconsistency between the provisions of this document and the provisions of such THALES AIR SYSTEMS SAS General Conditions of sale for repair service, the Parties hereby agree that the provisions of this document shall prevail.

ANNEXES applicable to this Contract:

Annex A – GENERAL CONDITIONS FOR THE SALE OF EQUIPMENT AND/OR THE SUPPLY OF SERVICES INCLUDING REPAIRS

Annex B – TECHNICAL PROPOSAL

Annex C – COMMERCIAL PROPOSAL

ART.10.COMING INTO FORCE

This Contract shall come into force at the signature by both Parties and after reception by THALES of the down-payment. The performance of the Software Repair Services shall start from the 1st of June 2017.

IN WITNESS WHEREOF, the Parties hereto execute this software Repair Service Contract in two (2) original copies by their duly authorized Representatives, each Party receiving one (1) original copy thereof.

For and on behalf of

THALES AIR SYSTEMS SAS:

For and on behalf of

State Enterprise "Oro Navigacija":

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**General Conditions
for the sale of equipment and/or the supply of services
including repairs**

Unless otherwise agreed in writing these general conditions (the "Conditions") shall govern any offer made by THALES AIR SYSTEMS SAS, having its registered office at 3, avenue Charles Lindbergh Rungis (94150), France (hereinafter "TR6") or any order or contract (the "Contract") between TR6 and any customer (the "Customer") pertaining to the supply by TR6 of equipment, user rights on the software or services (respectively the "Equipment", the "Software" or the "Services") and shall apply in place of and prevail over any other terms or conditions contained or referred to in the Customer's order or in correspondences or implied by trade, custom, practice or course of dealing (whether these other terms and conditions are made known to TR6 prior to or after remittance of these Conditions to the Customer) and any purported provisions to the contrary are hereby excluded.

Upon written notice to the Customer with immediate effect, TR6 may withdraw any offer (as long as such offer is not accepted in writing by the Customer) in which case such offer shall become null and void without any other formality.

If the TR6 offer is accepted, these conditions will form the basis of the Contract, unless otherwise agreed.

1. PRICES The prices indicated in the Contract are established in consideration of all terms and conditions pertaining to the Contract. In particular, and without limiting the generality of the foregoing, it is understood that :

- the delivery terms of the Equipment shall be those referred to in paragraph 4 below; the Customer shall be responsible for obtaining the customs clearance of the Equipment, for arranging the transportation and insurance of the Equipment up to the site unless otherwise stated in the Contract, and for unloading the Equipment and keeping it in an appropriate custody on site;
- the prices exclude existing or future customs duties, sales tax, VAT and other taxes, levies and duties imposed on the supply of Equipment and Software or the provision of Services, which shall be borne by the Customer in addition to the quoted prices. If any payment by the Customer is subject to withholding tax, the Customer agrees to pay an additional amount, as is necessary to ensure that TR6 receives the same amount it would have received if there had been no withholding. -

2. TERMS OF PAYMENT - Unless otherwise set forth in the Contract, the currency for accounting, invoicing and making payments under the Contract shall be the Euro and the total price of the Contract shall be invoiced to the Customer as follows :

- 30% of the total price of the Contract as down-payment;
- 70% of the price of the Equipment or Software, upon delivery of such Equipment or Software, upon presentation of the relevant shipping documents;



- 70% of the price of the Services respectively carried out during a given month, at the end of such month.

Unless otherwise set forth in the Contract, the payment of the 70% mentioned above shall be made through an irrevocable, transferable and divisible documentary credit to be opened in favor of TR6 within thirty (30) days from signature of the Contract and to be confirmed by a first class French bank within the aforesaid period of thirty (30) days. Such documentary credit shall be payable at sight and shall be in accordance with the Uniform Customs and Practices of the International Chamber of Commerce (ICC brochure n° 600, 2007 edition); furthermore, it shall be extendable at TR6's request to allow complete drawing and shall authorize pro rata payments for partial deliveries. All costs and expenses in connection with the opening, notification and extension of such documentary credit shall be borne by the Customer.

Late payments shall automatically and without prior notice bear interest in the amount of three times the legal interest rate applicable in France for the relevant period, calculated from the due date until the date of full payment. In addition, TR6 shall receive 40€ as an indemnity for debt collection costs.

3. ACCEPTANCE OF THE EQUIPMENT AND SERVICES - The Equipment will be inspected and submitted to TR6 standard tests in factory prior to its packing and delivery. The Services shall be deemed accepted upon remittance of the corresponding certificate of fulfilment signed by TR6.

4. DELIVERY / TRANSFER OF TITLE - Unless otherwise specified in the Contract, the Equipment will be delivered Ex Works (as per INCOTERMS 2010) and all provisions of such INCOTERM shall be deemed included in the Contract. Title to the Equipment shall pass on to the Customer upon delivery thereof.

5. INSTALLATION AND SERVICES ON SITE - If the Contract provides for installation and/or services on site to be performed by TR6, the Customer shall be responsible, at its own cost and expense, for :

- preparing the site (environmental works, civil works, energy ...) in due time in accordance with the technical requirements of the Contract;
- providing access to the site and all necessary means (labour force, tools, suitable offices, etc ...) to be available to TR6 on the site;
- informing TR6 in due time of all system or interface modifications which could have an impact on the Services.

6. ACCEPTANCE OF EQUIPMENT AND SOFTWARE INSTALLED BY TR6 - TR6 will notify the Customer of the date upon which the Equipment and Software will be ready for acceptance testing and will test the Equipment and Software for conformity with the technical specifications contained in the Contract. The acceptance tests will be carried out in accordance with the test procedures contained in the offer or subsequently provided by TR6. Such tests shall commence on an agreed date within seven (7) days from the date notified in writing to the Customer that the Equipment and Software are ready for acceptance test, and shall be completed within the time set out in the acceptance procedures agreed between the parties. Within five (5) days after the satisfactory completion of the acceptance tests, an acceptance certificate will be issued by TR6 and signed by the Customer. Minor defects or shortcomings not affecting the operational use of the Equipment or Software will not give rise to rejection, provided that TR6 shall undertake to remedy such defects or shortcomings as soon as practicable.

If the Equipment or Software is rejected, the Customer shall issue within seven (7) days a report to TR6 listing the shortcomings which led to the rejection, TR6 will then make good the shortcomings with all diligence and re-submit the Equipment or Software for acceptance testing.

TR6 may issue the acceptance certificate alone if (i) the Customer fails to attend the acceptance tests and TR6 alone conducts successful tests, (ii) the Customer does not sign an acceptance certificate



within five (5) days following successful acceptance tests, (iii) the Customer puts the Equipment or Software into commercial use prior to successful acceptance tests or (iv) if Equipment or Software has been installed but, due to reasons beyond the control of TR6, it has not been possible for a period of two (2) months to proceed with the acceptance tests.

7. WARRANTY -

7.1 Warranty on Equipment

TR6 warrants that the Equipment will be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of delivery. During this period, TR6 shall replace or repair, as it will consider appropriate, all parts found by TR6 to be defective, provided that the Customer has promptly notified TR6 of the defect(s), has returned the defective part(s) to TR6 premises-with carriage prepaid - and has given all relevant details of the defect(s) ascertained. Upon delivery of the replacement part, title to the defective part that has been replaced shall pass on to TR6. The repaired or replacement part(s) shall be delivered to the site at TR6 costs and expenses. Repaired or replacement parts shall be warranted under the same conditions for the remaining of the warranty period. The warranty shall apply only in as much as the Equipment has been used, stored, installed and maintained in compliance with TR6 instructions for use as are set forth in the operation and maintenance manuals, and provided further that the Equipment has been used under normal operating conditions. The warranty shall not apply in case of normal wear and tear, and it shall not cover the items of Equipment which, after delivery of the Equipment, have been modified without TR6 prior written consent, or have been negatively affected by a modification to other items of Equipment without TR6 prior written consent, or have been involved in an accident.

7.2 Warranty on Software

TR6 shall for the period indicated in clause 7.1 correct or bypass, pursuant to its own standards, all reproducible malfunctions or anomalies in the Software within a reasonable period of time depending on the severity of the problem.

This warranty is strictly limited to TR6 proprietary Software. The Customer shall provide an accurate description of the conditions under which the Software defect occurred, including without limitation the conditions prevailing during the most recent operation of the Software.

This warranty does not extend to any modification on Software which is undertaken by the Customer or a third party and which is not authorised by TR6, any anomaly which appears because of modifications of the interface conditions or use of the Software which is not contemplated in the Contract.

For Software supplied under license from third parties, the warranties are those which TR6 is authorized to provide to its customers.

7.3 Warranty on repair services

TR6 warrants that repaired or replacement parts delivered by TR6 in the performance of Repair Services will be free from defects in material and workmanship under proper use and maintenance for a period of six (6) months from the date of delivery. Unless otherwise agreed, transportation and insurance costs shall be borne by the shipping party.

The above warranty shall not apply in case of normal wear and tear or of defective maintenance or storage or inadequate electricity power supply or any other inadequate environmental conditions.

7.4 Exclusive remedy

Fulfillment of the above obligations by TR6 shall be in full satisfaction of TR6's liability with respect to any defects in the Equipment or Software or Services ascertained after delivery, and the Customer shall hold harmless and/or indemnify TR6 from any possible claims of third parties in respect of such defects.

8. OUT OF WARRANTY REPAIR SERVICES – For out of warranty repairs the Customer shall send the defective item to TR6 premises with carriage prepaid. TR6 shall perform a technical investigation and submit a quotation if the item can be repaired.

Unless otherwise agreed the price for the technical investigation shall be a lump sum of 300 € and shall be due whether the Customer accepts the quotation or not.

If the Customer has not placed an order for the quoted amount or has not answered within the validity period of the quotation it shall be deemed to have rejected the quotation. In this case TR6 shall arrange the shipment of the defective items back at customer's costs. If shipment is delayed for any reason attributable to the Customer, TR6 shall invoice any storage, insurance and other direct costs incurred prior to shipment. If TR6 is not able to arrange shipment at Customer's costs, it shall so notify the customer in writing for instructions. After a period of thirty (30) days after this notice, TR6 shall be free to scrap or dispose of the items. The same shall apply for items beyond repair.

9. LIMIT OF LIABILITY - TR6 shall indemnify the Customer for all loss, damage and injury suffered or incurred by the Customer as a result of any failure by TR6 to properly perform the Contract, whether for breach of contract, defective Equipment, Software or Services or otherwise. Such indemnity, however, shall be limited in aggregate to 30% of the sums received by TR6 under the Contract, and shall not include any consequential or indirect damages, such as but not limited to loss of anticipated profit, loss resulting from business disruption or similar economic loss for which TR6 shall incur no liability whatsoever.

The Customer shall indemnify TR6 against any and all claims from any third party, which will exceed the amount here above.

10. LIQUIDATED DAMAGES FOR DELAY - If TR6 fails, for any reason other than a force majeure event in the meaning of clause 11 or other than attributable to acts or omissions of the Customer, to deliver any batch of Equipment or to supply any Services in accordance with the performance time schedule of the Contract, then, after a ninety (90) - day grace period, the Customer may claim from TR6, as liquidated damages and not as a penalty, a sum equal to zero point five percent (0.5 %) of the price of the delayed batch of Equipment or and/or Services per full month of delay starting from the end of the ninety (90) - day grace period.

The aggregate amount of liquidated damages is limited to a maximum of three percent (3%) of the total price of the Contract. Liquidated damages under the present clause shall be the Customer's sole remedy with respect to any TR6 delays in the performance of the Contract, and are exclusive of any other remedies of whatsoever kind. Said liquidated damages shall be paid by bank transfer exclusively.

11. FORCE MAJEURE - TR6 shall not be liable to the Customer if it cannot perform its obligations under the Contract due to the occurrence of a force majeure event i.e any event beyond its reasonable control such as governmental decision, war declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally available sources (including but not limited to electricity, water, fuel and the like), strike and lockout. In such a case, notice of the event shall be given by TR6 to the Customer and the time schedule will be extended by the number of days necessary to overcome the cause in question. The performance of the Contract shall be resumed as soon as practicable after the cause in question has come to an end. If the performance in whole or part of any obligation under the Contract is delayed by reason of force majeure for a period exceeding six (6) months, either party may request termination of the Contract or any part thereof; then the parties will try to agree upon a liquidation settlement; failing such an agreement, the provisions of clause 15 will apply. Termination will not affect payments already received by TR6 or due by the Customer for the performed part of the Contract.

12. PROPRIETARY RIGHTS - All intellectual and/or industrial property rights relating to the Equipment and to the Services shall, subject to any rights of third parties, remain exclusively with TR6.

TR6 shall grant the Customer a non-exclusive, non-transferable right to use the Software solely for the purpose of or in conjunction with the Equipment supplied by TR6, provided that the Customer shall not, without the prior written authorization of TR6:

- (i) make permanent copies, translations, adaptations or modifications of the Software,
- (ii) de-compile the Software,
- (iii) sell or distribute the Software.

13. INFRINGEMENT CLAIMS -Subject to the limit of liability referred to in 9 above, TR6 shall indemnify the Customer against all damages and costs awarded against the Customer for infringement of any patent, copyright, registered design or registered trademark granted or registered at the effective date of Contract in the country of destination of the Equipment or Software, and resulting from the use of the Equipment or Software. This indemnity shall not apply to any infringement which is due to (i) the association or combination of the Equipment or Software with any other article, apparatus or device, or to (ii) Equipment made with designs supplied by the Customer, or (iii) modification or reworking of the Equipment or Software without TR6 prior written consent or (iv) unauthorised use of the Equipment or the Software. This indemnity is conditional upon giving to TR6 prompt written notice of any claim for infringement and permitting TR6 (at its expense) to conduct on the Customer's behalf any litigation or negotiations in respect thereof. The foregoing states TR6 entire liability for patent, copyright, design and trademark infringement.

14. COMING INTO FORCE - The Contract comes into force upon the last to occur of the following events:

- Signature of the Contract by both parties,
- the documentary credit referred to in paragraph 2 above is opened and confirmed as per paragraph 2 ;
- the down payment mentioned in same paragraph 2 is received by TR6
- TR6 has obtained all necessary governmental authorizations, export licenses and any other required approvals as the case may be
- Receipt by TR6 of the Non Transfer Certificate duly established and signed by the Customer as per Article 17 below as the case may be.

Should these conditions be not fulfilled within ninety (90) days from the signature of the Contract, the Contract shall be deemed automatically null and void and without any further force and effect.

15. TERMINATION - Either party may terminate the Contract, by operation of law and without further formality, by serving a written notice to the other party with immediate effect, in case such other party is in material breach of its obligations under the Contract and does not remedy such breach within sixty (60) days from a first written notice to this end served by the claiming party. It is understood that a delay in the performance of the Contract by TR6 shall not qualify as a material breach in the meaning of the present paragraph, unless and until it gives rise to the maximum of liquidated damages in accordance with clause 10 above. Subject to the limit of liability provided for in clause 9 above, the termination of the Contract for any reason shall not prejudice any claim, which either party may legally have against the other in connection with the Contract and/or its termination.

16. LAW AND SETTLEMENT OF DISPUTES - These Conditions together with any offer to which these Conditions are attached or referenced and the Contract shall be governed by the laws of France. Any and all dispute arising out of or in connection with any offer or the Contract shall be settled according to the following :

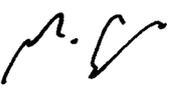
- where the offer or the Contract price does not exceed the amount of one million five hundred thousands Euros : the dispute shall be brought before the Courts of Paris, France,
- where the offer or the contract price exceeds one million five hundred thousands Euros : the matter shall be submitted to settlement proceedings under the International Chamber of Commerce ADR Rules. If the dispute has not been settled within a period of two months following the filing of a request for ADR pursuant to the said Rules, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Paris (France) and the proceedings shall be in French language.

17. FINAL DESTINATION- The Customer hereby undertakes not to sell, lend or deliver to any third party, under any conditions whatsoever, with or without compensation, temporarily or permanently, the Equipment or the Software which are the subject of this Contract, including equipment and spares delivered in connection with the after sales support (if any), documentation, operating manuals and information in any way whatsoever related to this Contract, without the prior written agreement of the French Government or any other foreign Authority to the extent this written agreement is required under French laws or any other applicable laws and regulations governing the exportation for the aforesaid Equipment and Software. To that effect the Buyer shall sign the Non Transfer Certificate required by the French Government or under any applicable export control laws or regulations.

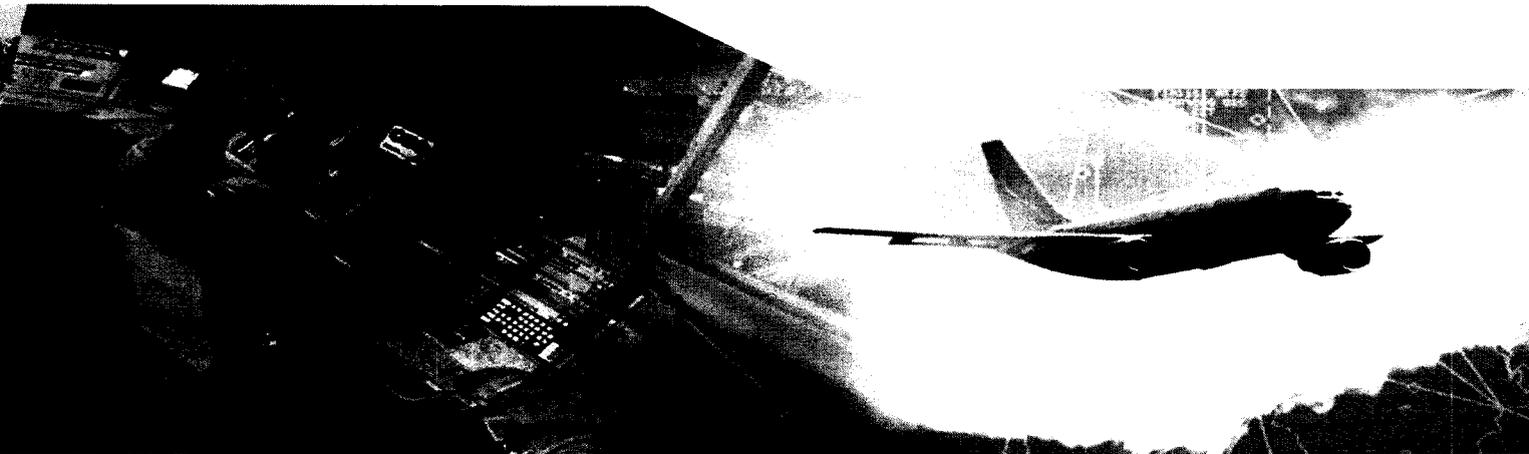
If an export license is subsequently withdrawn or modified, the contract scope shall be reviewed accordingly.

18. CONFIDENTIALITY

All drawings, designs, specifications and information disclosed by TR6 within the framework of this Contract or the offer shall be treated as confidential and shall not be disclosed to any third party without the TR6 written consent or used by the Customer other than for purposes authorized by TR6 in the Contract or in the offer.



ANNEX C – COMMERCIAL PROPOSAL



Subject of the proposal:

Maintenance Services for TopSky ATC (X)

08 Jun 2017

Document Reference: 17/P/TR6/S&M/073

THALES

THALES

THALES AIR SYSTEMS SAS

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**State Enterprise "Oro navigacija"
Rodūnios kelias 2,
LT-02188 Vilnius,
LITHUANIA**

Rungis, 02 Jun 2017

Our Ref.: 17/P/TR6/S&M/073
Follow-up by: Lilian DESPUJOS

Subject: Maintenance Services for Topsky ATC (X)

Dear Madam, Sir,

In line with the request of Oro Navigacija, Thales Air Systems are pleased to provide Oro Navigacija with this proposal for the above mentioned subject.

We hope that this quotation reflects our understanding and we remain available for any discussions you may need.

We are at your disposal for any further information.

Yours sincerely,



Lilian DESPUJOS

Area Sales Manager

Tel. : +33 1 79 61 21 33

Mob. : +33 6 79 81 36 01



THALES

COMMERCIAL PROPOSAL

Prepared for

State Enterprise "Oro navigacija"

Rodūnios kelias 2,
LT-02188 Vilnius,
LITHUANIA

By

Thales Air Systems SAS

3 avenue Charles Lindbergh
94 150 Rungis – Cedex
France

Oro Navigacija.,

having its registered office at

Rodūnios kelias 2, LT-02188 Vilnius,
LITHUANIA

(hereinafter referred to as the "Customer" or "Oro Navigacija"),

by

Thales Air Systems SAS

having its registered office at

3, avenue Charles Lindbergh
94150 Rungis
France

(hereinafter referred to as the "Supplier" or "THALES" or "TR6" or "Thales Air Systems").

(both hereinafter also referred to individually as "Party" or collectively as "Parties")



THALES

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THALES

1. Scope of supply

THALES hereby proposes to supply Oro Navigacija with Maintenance Services for the TopSky ATC (X).

1.1 THALES RESPONSIBILITIES:

This software maintenance is for a duration from 1st of June 2017 to 31st of May 2019.

The frame of this Maintenance Services includes per year:

- Two (2) PCRs per year to be delivered in one single software release
- Maintenance of a LACMO factory platform
- 1 Program Manager mission
- Factory work to analyze and correct the PCRs
- Software Development Services
- Software Integration and Verification Services of one software release
- One (1) software release preparation in factory
- Four (4) days work site mission for one Thales expert to implement the PCRs correction and install the software release
- System Engineering Services
- A final report with the status of each PCR

1.2 LIST OF DELIVERABLE ITEMS

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THALES

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2.3
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3.1
3.2
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4.1
4.2
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5.1

Due to obsolescence issues, hardware spare parts, hardware repair services and additional maintenance services are not included as a base in this commercial proposal but can be subject to further quotations on request from Oro Navigacija.



THALES

3. Terms and conditions

3.1 PAYMENT

The Contract Price shall be paid in accordance with the following terms of payment by bank transfer:

- 30% of the total amount upon contract signature
- 8,75% of the contract price at each quarter from the date of signature to the end of the contract.

The payment shall be made by direct bank transfer to the following bank account (update of the current contract):

3.2 CONDITIONS

This proposal is provided on the basis of the Draft Contract including the Thales General Conditions provided herewith.



THALES

2. Prices

Prices given in this Commercial Proposal are quoted and payable in Euros, (EUR). They have been computed free of VAT (Value Added Tax) in France and free of any tax, duty, levy or any other charge existing or to be created outside France which would be borne by the Customer.

The total price of the Maintenance Services for two years is:

EUR 280,000,00 (Two Hundred Eighty Thousand Euros)

Price breakdown:



3 Validity of the offer

This quotation is valid until 31st of July 2017.

*** End of document ***

