CONTRACT No. 02/18/183 for Smart IBS system extension

The present Contract is signed by and between

Latvijas gaisa satiksme, **State Joint-Stock Company**, VAT registration number 40003038621, with the place of business in Muzeju iela 3, Lidosta "Rīga", Mārupes novads, Latvia, LV-1053, hereinafter referred to as "**Customer**", represented by the Chairman of the Board Dāvids Tauriņš and Member of the Board Elmārs Švēde, on one side,

and

FREQUENTIS California Inc., Federal Tax ID No. 27-1966478, having its registered address at 2511 Garden Road, Monterey, California, USA, represented by its CEO Mr. John Fort, hereinafter referred to as Supplier, from another side,

the Customer and the Supplier hereinafter individually referred to as "the Party" and collectively referred to as "the Parties",

Whereas:

- the Customer has implemented the Smart Internet Briefing System (IBS) with limited set of functionality within the framework of Contract No. 02/17/195;
- the Customer has initiated the procurement procedure to extend IBS in order to have full set of IBS functionality (hereinafter the Software)
- the Supplier has a long and distinguished history in the supply of such systems;
- the Customer has granted the Supplier with the contract conclusion rights in procurement No. LGS 2018/63.

NOW THEREFORE the Parties have entered into the following Contract (hereinafter "Contract"), agree as follows:

1. SCOPE OF THE CONTRACT

- 1.1. Within the provisions and time schedule set out in the present Contract and its Annexes, which are integral part of this Contract, the Supplier shall:
- 1.1.1. Deliver Software
- 1.1.2. Perform installation of Software;
- 1.1.3. Perform Software adaptation to Customer's environment;
- 1.1.4. Perform Software integration with other Customer's systems;
- 1.1.5. Deliver documentation;
- 1.1.6. Provide factory training;
- 1.1.7. Perform Factory Acceptance Testing (FAT);
- 1.1.8. Perform Site Acceptance Testing (SAT);
- 1.1.9. Provide the set of the documents required for Certification (DSU, source data for Safety Case) in Latvian CAA;
- 1.1.10. Provide warranty;

- 1.2. The Supplier shall be deemed to comply with its Contractual obligation hereunder insofar in accordance with the agreed Technical Requirements (Annex 1) and Comment to Technical specification (Annex 2).
- 1.3. The Supplier shall provide experienced and competent technical personnel to test the Software by the Customer as specified in Annex 1.
- 1.4. The Supplier shall provide FAT at the Supplier's facilities. FAT will be performed on the Supplier's test servers.
- 1.5. The SAT shall take place in Customer premises in environment being constantly in operational use. The Supplier shall consider this fact and plan and perform his work so that minimal or no disturbance of the operational work will be caused. SAT will be performed on Customer test servers.

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 2.1. The Supplier's obligations are:
- 2.1.1. The main obligation of the Supplier is to sell, deliver, install, adapt and integrate additional functionality of IBS for the Customer training, testing and documentation in accordance with Technical Requirements and Comment to Technical specification (Annex 1 and 2), which are integral parts of this Contract.
- 2.1.2. The Supplier in this Contract is regarded as main Supplier for performing the project management activities as specified in Contract and Annexes.
- 2.1.3. The Supplier is deemed to take initiative in seeing that he has relevant and necessary information to fulfil his obligations. The Supplier is also obligated to notify the Customer if the Customer is to take any actions or in other way assist the Supplier in his performance according to this Contract, if this is not strictly regulated in the Contract.
- 2.1.4. The Supplier must train the Customer's specialists at Supplier's factory, to use the modernized software according to the rules set out in this Contract.
- 2.1.5. The Supplier undertakes to perform and fulfil his contractual obligations within the agreed period of time "Implementation Schedule" (Annex 5).
- 2.1.6. The Supplier shall conduct and perform FAT and SAT in accordance with this Contract and Latvian Civil Aviation Administration Requirements.
- 2.1.7. The Supplier shall deliver electronic copy in PDF format of technical documentation and maintenance manuals for the Software. All documentation shall be in English language.
- 2.1.8. The Supplier shall provide the Customer, free of charge, with office accommodation, reasonable use of fax and telephone and data communication, if necessary, and local transport assistance during the whole duration of the project at the Supplier's premises.
- 2.1.9. The Supplier should assist the Customer with travelling, accommodation, local transport for 6 (six) Customer representatives.
- 2.1.10. Travel Costs, Accommodation, Local Transportation, Lodging and daily expenses shall be covered by Customer in accordance with Latvian and Customer's regulations.
- 2.1.11. The Supplier shall provide all the certificates for the Software to be accepted by Latvian Civil Aviation Agency in accordance with EU Regulations, specified in Technical Requirements (Annex 1).

- 2.2. The Customer's obligations are:
- 2.2.1. The Customer shall arrange for the Supplier free access to the installation area during SAT.
- 2.2.2. The Customer shall arrange all necessary working permits for the Supplier's personnel for the work that has to be performed at Customer's premises.
- 2.2.3. The Customer shall provide the Supplier, free of charge, with office accommodation, reasonable use of telephone and data communication, assembly space and provision of local transport assistance during the whole duration of the project at Customer premises.
- 2.2.4. The Customer must render the payments in accordance with the "Payment Schedule" (Annex 4).

3. PRICE AND PAYMENTS

- 3.1. The total Contract Price is **35**'**000.00** *euro* (thirty five thousand euro and 00 euro cents), exclusive of VAT. The Contract price as stated in Annex 3 "Financial form" includes agreed Software and functionalities as specified in this Contract and its Annexes.
- 3.2. The invoices shall be made in EUR and shall be executed by the Customer by a simple bank transfer against Supplier's invoice to the bank account shown on the invoice, within 15 (fifteen) days counting from the day when the Customer received the invoice considering the payment order stated in Clause 3.3. and provisions of Annex 4.
- 3.3. The payments will be applied in the following order:
- 3.3.1. 7'000.00 *euro* (seven thousand euro and 00 euro cents), which is 20% of the total Contract price as an Advance payment;
- 3.3.2. 14'000.00 *euro* (fourteen thousand euro and 00 euro cents), which is 40% of the total Contract price, upon signing the FAT Certification Record;
- 3.3.3. 14'000.00 *euro* (fourteen thousand euro and 00 euro cents), which is 40% of the total Contract price, upon signing the SAT Certification Record.
- 3.4. All taxes, duties and other fees levied by the Supplier's country in connection with the execution or performance of the Contract shall be borne by the Supplier.
- 3.5. The parties herewith agree to accept unsigned electronic invoices (further referred to as e-bills) provided they are always delivered to the Customer's official e-mail lgs@lgs.lv. E-bills sent to e-mail addresses other than lgs@lgs.lv will not be acknowledged. It will be assumed that an e-bill has been delivered and the Customer has received it on the date of the incoming email. If the Customer claims non-receipt then the Supplier shall prove the delivery of the e-bill.

4. DELIVERY CONDITIONS

- 4.1. The Supplier shall execute the Contract within 12 (twelve) month period counting from the Contract commencement date. The FAT and SAT delivery dates are defined in "Implementation schedule" (Annex 5).
- 4.2. The Supplier shall deliver Software to the Customer directly via Internet.
- 4.3. Final Delivery date is the date upon which all agreed requirements for the Software are met and all after-SAT corrections, including delivery of corrected software, are completed. This is confirmed by SAT Certificate, which is signed by the Customer and the Supplier.

5. DELAYS

- 5.1. Once the agreed SAT delay occurs, the Customer is entitled to deduct from any payment owned to the Supplier liquidated damages in the maximum amount of 0.5% (zero point five per cent) of the total Contract Price for each week of delay, within 10 (ten) calendar days from filling a written request to the Supplier.
- 5.2. Given the circumstances of the delay, the Customer may grant a 2 (two) weeks grace period and start calculation of the liquidated damages from the third week of delay counting from the due date in the Implementation Schedule (Annex 4).
- 5.3. The liquidated damages in aggregate shall not exceed 10% (ten per cent) of the total Contract Price.
- 5.4. The Supplier shall inform the Customer immediately, if any delays of the Software delivery or any other difficulties are foreseen. In this case Supplier shall submit all information explaining the circumstances of such delays and without hesitation agree with the Customer on a new plan with revised dates for deliveries, implementation, testing, acceptance and any other dates which are important for a timely execution of the Contract. The Updated Implementation Schedule shall, whenever possible, be to the maximum extent close to the original dates to minimize the expected delay.
- 5.5. The Customer shall duly effect payments. If the Customer delays the payment, the Supplier is entitled to calculate and invoice late payment interest for overdue payment, 0.5% of the outstanding amount for each week of delay. The late-payment interest shall not in aggregate exceed 10% (ten per cent) of the total Contract price.

6. PROJECT MANAGEMENT

- 6.1. The Supplier shall implement a formal project plan, organise, conduct and manage the activities required for a successful and timely implementation and monitoring of the project.
- 6.2. The Supplier's and Customer's appointed Project Managers will constitute main points of contact to plan, organise and coordinate the project implementation and monitoring activities:
- 6.2.1. on behalf of the Supplier Mr. Jesper Duprez, Phone +1-831-332-1805, email: <u>Jesper.Duprez@Frequentis.com</u>;
- 6.2.2. on behalf of the Customer Mr. Vladislavs Čaščins (Vladislav Chaschin), phone: +371 67300780, e-mail: <u>vladislavs.cascins@lgs.lv</u>
- 6.3. The Supplier shall produce the Project Management Plan, which identifies and defines main activities, significant events and essential interrelations, including decision-making dates and other relevant information.
- 6.4. The Project Management Plan will be used as a tool to monitor the progress of the Project and shall be continuously modified during the Project in order to reflect the correct actual status of the Project.
- 6.5. The Project Management Plan shall continuously be modified during the project in order to reflect the correct actual status of the project.
- 6.6. Progress meetings (organized as on-line (Webex) or In-person.) shall be held regularly at intervals mutually agreed between the Parties, for general monitoring of the progress of the project activities.
- 6.7. The Supplier shall chair the meeting and keep the records. At least 5 (five) working days prior progress meeting, a proposal agenda shall be prepared by the Supplier and shall be submitted to the Customer. All progress meeting records (minutes and

other) shall be provided to the Customer 10 (ten) working days after the meeting and shall be signed by both Parties.

7. WARRANTIES

- 7.1. The Supplier warrants that for the warranty periods specified below, following the actual delivery date, the Supplier shall upon notification from the Customer without any unreasonable delay investigate and remedy every reported defect.
- 7.2. Twenty Four (24) months after the Site Acceptance Test Certificate is signed by both Parties for Software developed and delivered by the Supplier under this Contract.
- 7.3. This means that the Supplier shall at its own expense repair or correct by replacement any defects in the equipment supplied including all software where the failure appears being faulty due to faulty design or bad workmanship.
- 7.4. Upon notification of software defect and receipt of the necessary technical details the Supplier will use all reasonable efforts to try to correct the effect within a period of five (5) working days. The Supplier will commence work on defects as soon as the notification has been received from the Customer.
- 7.5. At the latest three (3) months after the end of the warranty period for Software developed by the Supplier, the Supplier will if necessary and free of charge provide the Customer with a new release of the software which incorporates the permanent changes to all of the defects notified and corrected during the warranty period.
- 7.6. If the Customer establishes within a three (3) months period after the end of the warranty period that any defect still exists within the Software then the Supplier will correct the defects at no cost to the Customer.
- 7.7. The Supplier guarantees that the Software in all respects will be available during the warranty period in accordance with what is stated in the Requirements.
- 7.8. In this respect the Supplier will provide required resources on site if necessary, free of charge, during the warranty period and the additional three (3) months period referred to in Clauses 8.5 and 8.6.
- 7.9. If the Software however proves not to be available in all respects during the warranty period the Supplier shall at his sole expenses take all necessary steps in order to achieve the agreed availability of the Software.
- 7.10. All costs of transportation and insurance for repairs and/or replacements during the warranty period of deliveries from the Customer to the Supplier and all costs for return transportation (including insurance) to the Customer shall be at the Supplier's own expense.

8. OWNERSHIP AND INTELLECTUAL PROPERTY

- 8.1. All rights transferred to the Customer are covered by the total Contract Price. The Supplier will remain the owner of the Software.
- 8.2. The Supplier grants to the Customer a royalty-free, irrevocable and non-exclusive licence to use any Intellectual Property Right that the Supplier owned or developed prior to the Commencement Date and which the Customer reasonably requires in order to exercise its rights and take the benefit of this Contract. The Customer may use the software on any and all of processing units of the system configurations specified in the requirements whether owned, leased, rented or otherwise under the control of the Customer relating to the Software only.

- 8.3. The Supplier guaranties that the products do not infringe any patent rights, trade marks or other legally protected rights (referred to as Intellectual Property Rights).
- 8.4. The Supplier shall at its own expense defend the Customer and hold the Customer harmless against any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier. The Customer shall notify the Supplier in writing of any such claim or demand brought against the Customer.
- 8.5. If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Customer and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:
 - (a) modify any or all of the deliveries under this Contract without reducing the performance or functionality of the same, or substitute alternative solution of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a license to use and supply the Software on terms which are acceptable to the Customer, and in the event that the Supplier is unable to comply with clauses (a) or (b) within 20 (twenty) working days of receipt of the Supplier's notification the Customer may terminate the Contract with immediate effect by notice in writing.

9. LIABILITIES

- 9.1. To the full extent permitted by law, and apart from the warranties expressly stated herein, the Supplier hereby disclaims all warranties, representations, and liabilities, whether express or implied, arising from contract or tort (except fraud), imposed by statute or otherwise, relating to the goods and services provided by the Supplier pursuant to the Contract.
- 9.2. In no event shall the sum total of liabilities incurred by any one Party to the Contract exceed a maximum cumulative amount equal to the Contract Price.

10. QUALITY AND SAFETY CONTROL AND VERIFICATION PROCEDURES

- 10.1. The Supplier shall, for the entire period of this Contract, have and perform the works to be delivered under this Contract, in compliance with a Quality Assurance System that is in accordance with the requirements in the ISO 9000 series or similar systems accepted by the Customer.
- 10.2. The Supplier undertakes to notify the Customer of any variations in its Quality Assurance certifications or accreditations.
- 10.3. The Supplier shall ensure setting up an occurrence reporting system and delivery of reports to the Customer.
- 10.4. The Supplier shall ensure a full investigation of all occurrences and submission of the final report to the Customer.
- 10.5. The Supplier shall allow the Customer to audit the safety and quality of the provided services in compliance with the Commission Implementing Regulation No 1035/2011 of 17 October 2011 laying down common requirements for the provision of air navigation services.

- 10.6. The Supplier shall provide a certificate of software assurance according to the Regulation No 482/2008 (ESARR 6) and provide the necessary assurance documentation in form of a SW-Conformity Review report and a System Safety Case.
- 10.7. The Supplier shall provide a declaration of suitability according to the Regulation No 552/2004 and issue a compliance statement for the relevant essential requirements of this regulation. It shall be reflected if compliance with the regulation No 73/2010 is required.
- 10.8. As a supplement to the requirements of the Standard ISO 9000 Series, the Customer is entitled to verification of the purchased Software, as an ongoing process, during any stage of the Project. Due to this, the Customer is entitled to design reviews, inspections, and relevant tests (both production and Factory/Site acceptance), carried out for assemblies, units, sub-systems and the complete Software under the Contract.
- 10.9. If any product supplied under this Contract has failed to conform to the expected and agreed standards, the Customer is entitled to determine the use of any such unconformable product.
- 10.10. The objective of supplementary quality control and verification procedures is to obtain a complete verification that the Software, once completed and installed on site, meets the contractual requirements, as laid down in the Specification.
- 10.11. The Supplier shall support the Customer with the determination of SWAL level and other Safety Requirements after completing internal Safety Assessment process.

11. ACCEPTANCE TESTING

- 11.1. The Parties hereunder agree that Factory and Site Acceptance testing (altogether also referred to as Acceptance Testing) of the Contract Works performed shall be carried out in the order and within the periods specified in Annex 54, and shall be testified by:
- 11.1.1. FAT certificate record and set of completed test records, signed by duly authorized representatives of both Parties;
- 11.1.2. SAT certificate record and test record, signed by duly authorized representatives of both Parties;
- 11.2. The level of testing, applicable methods and procedures for Acceptance Testing (approval/rejection criteria) will be agreed upon between both Parties and documented in the Acceptance Test Specifications.
- 11.3. Parties will, without delay, sign approval of successful Acceptance Test (Acceptance Test Protocol).
- 11.4. An Acceptance test will be rejected if the Software does not successfully pass the testing in accordance with the Acceptance Test Specifications.
- 11.5. A rejected Acceptance test will require repeated test covering the specific area where the system failed originally, or in whole, if so required by the Customer. After remedial steps have been taken and before announcing a repeated test, the Supplier will provide a written account of the steps taken and also present the result of the repeated internal test.
- 11.6. All costs including the expenses mentioned in Clause 2.1.10, incurred due to repeated tests shall be at the Supplier's own expense.

12. ORDER TO PROVIDE REMOTE ACCESS TO INFORMATION RESOURCES

- 12.1. If the Supplier needs to access the IBS and/or other systems remotely, the Customer will provide it upon a respective written request as stated in Clause 12.4, provided always that no access to the operational system may be granted.
- 12.2. To access the IBS remotely, the Supplier shall agree with procedures within the Customer's organization.
- 12.3. The Supplier shall be informed and shall agree with the potential risks with regard to getting access to the systems within the Customer's organization.
- 12.4. The Supplier shall apply in advance for permission of remote access for a certain time slot/time frame by providing the following information:
 - name of the connecting information system;
 - IP address used for remote access:
 - opening and closure of the remote session;
 - justification.
- 12.5. All remote access sessions will be controlled by the Customer and will be arranged in line with the internal procedures within the Customer's organization.

13. SUBCONTRACTING

- 13.1. The Supplier shall have the right to at its own choice use sub-contractors.
- 13.2. The Supplier shall then be responsible for ensuring that all sub-contractors conform to the contractual requirements.
- 13.3. The Supplier shall perform and be responsible for all costs and activities connected with the use of subcontractors.

14. FORCE MAJEURE

- 14.1. Neither Party will be liable for non-delivery, delay in delivery or installation or any other impairment of performance hereunder in whole or in part, if it cannot perform its obligations because of Force Majeure event, defined as war (whether an actual declaration thereof is made or not), sabotage, insurrection, rebellion, riot, act of terrorism or other act of civil disobedience, act of a public enemy, act of any government, judicial action, labour strike, fire, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or any act of God provided if such event is beyond the reasonable control of the affected Party and which this Party cannot prevent or overcome.
- 14.2. The Party referring to the Force Majeure is bound to inform the other Party immediately in writing when such an event has occurred and state the circumstances and reason of its occurrence. Such notice shall be given at the latest 15 days after the occurrence of a Force Majeure event.
- 14.3. If these circumstances continue over a period of more than 3 (three) months, either Party has the right to refuse further fulfilment of their obligations against this Contract and in this case none of the Parties is entitled to demand from the other Party compensation for possible losses.
- 14.4. The Parties shall decide upon a new delivery plan which shall not be extended more than is due to the Force Majeure cause, also provided that the Supplier makes its best effort to minimize the delay and the effects of that delay.

14.5. The certificates issued by the Chamber of Commerce of the Supplier's or its sub-contractor's country, respectively, must be regarded as a sufficient evidence of the presence of such circumstances and their duration.

15. ALTERATIONS AND ADDITIONS

- 15.1. All changes and additions affecting the technical and functional contents of the Contract, or affecting the contractual time schedule and defined costs, responsibilities and other assumptions and conditions, will always be specified by written agreements between the Customer and the Supplier.
- 15.2. Both the Customer and the Supplier will have the right to request changes to the Contract and Contractual agreements and obligations. All such requests shall be in writing.

16. COMMENCEMENT AND TERMINATION

- 16.1. The Contract is effective as of the date when signed by both Parties (referred to as Commencement Date) and shall remain in force until the full completion of Contractual obligations.
- 16.2. The Contract shall be deemed accomplished when both Parties have fulfilled their obligations resultant hereof, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- 16.3. This Contract supersedes all previous agreements, verbal or written, made by the Parties prior to signature of this Contract, and it contains the entire agreement of the Parties with respect to the subject matter hereof.
- 16.4. Termination:
- 16.4.1. This Contract may be terminated at any time, if agreed by both Parties;
- 16.4.2. The Customer, by sending a written notice to the Supplier, is entitled to unilaterally withdraw from this Contract if the Contract cannot be executed due to the national or international sanctions or due to sanctions which have a significant impact to financial and capital market interests and are imposed by the Member States of the European Union or the North Atlantic Treaty Organization
- 16.5. If either Party defaults in complying with any obligation imposed on it by or in accordance with this Contract ("the Defaulting Party"), the other Party which has not been in default ("the Non-Defaulting Party") may serve a written notice of default on the Defaulting Party at any time after such default occurs and for so long as such default continues, specifying the nature of the default.
- 16.6. If, on the expiration of thirty (30) days after service of the notice of default referred to in Clause 16.5:
- a) the default: i) if capable of being remedied, has not been remedied; or ii) if incapable of being remedied (either within that period or at all), the Defaulting Party has not paid to the Non-Defaulting Party monetary compensation reasonably acceptable to the Non-Defaulting Party in lieu of remedying the default; and
- b) neither Party refers the matter for legal proceedings pursuant to Disputes Section the Non-Defaulting Party, without prejudice to its other rights, powers and remedies in respect of such default, may elect by notice to the Defaulting Party to terminate this Contract on a date specified in the notice being a date not earlier than 30 (thirty) days after the date of the notice.
- 16.7. Either Party may immediately terminate this Contract by giving notice in writing to the other Party, if the other Party is insolvent.

16.8. In the event of termination of this Contract, the Customer shall pay to the Supplier as they fall due any and all charges which may be due for works properly rendered at the date of termination.

17. DISPUTES

- 17.1. The Parties shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract. If the Parties fail to resolve their dispute by mutual consultation during 30 (thirty) working days, then either Party may give notice to the other Party of its intention to commence legal proceedings, as hereinafter provided, as to the matter in dispute, and no proceedings in respect of this matter may be commenced unless such notice is given.
- 17.2. All disputes arising out of or in connection with the present Contract shall be finally settled at Court of Republic of Latvia under the laws of Republic of Latvia.

18. GOVERNING LAW

18.1. The Contract as well as the questions arising out of it or in connection with it are governed and constructed by the laws of Republic of Latvia.

19. CONFIDENTIALITY

- 19.1. Confidential information shall only be used for the purpose of exercising the rights or performing the obligations under this Contract, unless the mandatory laws of the Supplier's and the Customer's country specify otherwise.
- 19.2. Confidential information is the information exchanged in connection with this Contract and consisting of documents, information and materials etc. marked as confidential that one Party shall become recipient of, under this Contract, and that are not generally known in the public domain and unless disclosure is due to mandatory laws.

20. CONTACTS

- 20.1. All general contractual issues shall be referred to the signatories of the Customer and the Supplier.
- 20.2. All technical or project management (including FAT and SAT records) related issues shall be referred to the appointed project managers (Clause 6.2).

21. ORDER OF PRECEDENCE

- 21.1. This Contract and the Annexes shall form the full and final agreement between the Parties relating to the subject matter hereof. In the event of discrepancies between the main terms and conditions and the terms set out in Annexes, the following order of precedence will apply:
 - a. The master Contract (terms and conditions of this Contract) and Annex 3 "Financial proposal", Annex 4 "Payment Schedule", Annex 5 "Implementation Schedule":
 - b. Annex 1 "Technical Requirements" and Annex 2 "Comment to Technical specification".

22. SIGNING

- 22.1. This Contract is produced in 2 (two) original copies in the English language. Each Party has one copy. Each copy consists of 11 (eleven) pages excluding the Annexes. The Contract has 5 Annexes:
 - Annex 1 Technical Requirements "Internet Briefing System";
 - Annex 2 Comment to Technical specification;
 - Annex 3 Financial Proposal;
 - Annex 4 Payment Schedule;
 - Annex 5 Implementation Schedule.

23. SIGNATURES OF THE PARTIES

Signing for and behalf of the Customer:

SJSC "Latvijas gaisa satiksme" Muzeju street 3, Airport "Riga", Marupe municipality, Latvia, LV-1053 VAT register No. LV40003038621

Bank: AS "SEB banka" SWIFT: UNLALV2X

IBAN: LV20UNLA0003029070855

Signing for and behalf of the Supplier:

Frequentis California, Inc. 2511 Garden Road, Suite A-165 Monterey, CA 93940, USA Federal Tax ID No. 27-1966478

Paraksts

Dāvids TAURIŅŠ, Chairman of the Board

Date: 06.12.2018

Place: Marupe municipality, Latvia

Paraksts

John Fort, Chief Executive Officer

Date: 29.11.2018

Place: Monterey, CA, USA

Paraksts

Elmārs ŠVĒDE, Member of the Board

Date: 06.12.2018

Place: Marupe municipality, Latvia