License Agreement

Vysocina Region, is based Zizkova 57, Jihlava, 587 33, ICO: 70890749, DIC: CZ70890749 represented by MUDr. Jiří Běhounek, President of the Region
 (the "Acquirer")
and

Institute for Information Industry(III), with registered office: 106 He-Ping East Road, Section 2,Taipei 106, Taiwan, represented by Tien-Cheu Kao, Vice-President and Director General

 (hereinafter referred to as "Provider")

Subject of the contract

1.1 The Provider hereby authorizes the licensee to use application for managing content of the smart kiosks – Signage. The signage application system specification is in Attachment A.

1.2 License is numerically unlimited for device approved by the Provider.

1.3 The Acquirer shall use the license only for using the application.

1.4 The Acquirer shall use the license only for the duration of this contract.

1.5 The Parties agree that the ownership of the application does not pass to the Acquirer

1.6 The Provider agrees not to use information that is inserted in the application by the acquirer for purposes other than for the purpose of compliance with this agreement. Provider shall not be entitled to use the content provided to the business or to make it available to third parties without the consent of the Acquirer. In case of violations, the acquirer is entitled to charge the Provider a penalty in the amount of CZK 50,000, and for each individual violation. The accumulated penalty of this agreement shall not exceed the total payment amount of this agreement.

1.7 The territorial scope of the license is unlimited.

Rights and obligations

2.1 The provider is required for the duration of this Contract maintain the rights to the subject of the license to allow using of the subject license to the Acquirer as provided in this Agreement.

2.2 The Provider is entitled for the duration of the contract granting the right to use the license to the third parties without any limitations (such as the license is granted a non-exclusive).

2.3 The Provider shall, without undue delay after the conclusion of the contract to provide Acquirer the manual in English to use the licensed, access data, and possibly also all things, documents and

information that are required to use the licensed product.

2.4 The Provider is obliged to take all steps to ensure that the Acquirer was not hindered in the exercise of its rights under this Agreement.

Fee

3.1 The Acquirer agrees to pay the supplier for the granting of a license under this contract payment in the amount of 793 388.43, - CZK without VAT, 960 000, - CZK including VAT. The consideration for the license was agreed by the Parties as a single lump sum payment that is not dependent on the duration of the license.

3.2 The payment will be paid under the relevant tax document (invoice) issued without undue delay after the handover functional applications based on the delivery note. The Parties agree to maturity of 30 calendar days from the date of receipt of the invoice to the Acquirer.

3.3 If the Acquirer gets into delay with the payment for more than thirty days, the provider is entitled to withdraw from this agreement by written notice delivered to the Acquirer.

3.4 The tax document (invoice) will be paid by bank transfer from Acquirer account to the account of the Provider.

3.5 For the modification of the license application software requested by the Acquirer, additional payment will be charged by the Provider based on the modification efforts required. The final payment for the modification shall be discussed and agreed by the Parties.

3.6 The warrantee period of this application system is 2 years after the application system installation in Vysocina Region.

Sanctions

4.1 If the Acquirer violates any of the obligations specified in this contract, is obliged to pay a contractual penalty amounting to 10 000 CZK for each violation. The accumulated penalty of this agreement shall not exceed the total payment amount of this agreement.

4.2 The payment of the penalty does not affect the right of the injured party to seek contractual damages in full.

4.3 If the Provider violates its obligations under this contract, is obliged to pay a contractual penalty amounting to 10 000 CZK for each violation. The accumulated penalty of this agreement shall not exceed the total payment amount of this agreement.

Liability

5.1 Liability under this contract shall be governed by the provisions of Act No. 89/2012, The Civil Code, as amended (the "Civil Code").

Force majeure

6.1 The Parties shall waive all liability for failure to perform their obligations under this Agreement, for the duration of the force majeure to the extent that after they could not reasonably require prevention of non-compliance with their obligations under this contract due to force majeure.

6.2 Force majeure is defined in this contract means any event independent of the will of the contracting parties which prevents the fulfillment of contractual obligations and which was unforeseen at the time of the contract. For higher power in terms of this Agreement is mainly a natural disaster, fire, explosion, severe storms, earthquakes, floods, war, strikes or other events which are beyond the control of the Parties.

6.3 For the duration of force majeure, the performance of obligations under this contract be suspended until the completion of a higher power, respectively. elimination of the consequences.. The time limit for notification of a termination of force majeure is seven (7) calendar days, commencing on the day when either of the Parties about the origin or termination of force majeure know. Each Contracting Party shall immediately upon discovery of a case of force majeure initiate steps to eliminate this condition.

Final provisions

7.1 This Agreement shall be governed by the laws of the Czech Republic

7.2 This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement.

7.3 This Agreement may be amended or supplemented only by written amendments signed by both parties.

7.4 This Agreement is concluded for an indefinite period. Each party has the right to terminate this contract by written notice to the other party. The notice period is six (6) months and shall run from the first day of the month following the month in which the notice was delivered to the other party.

7.5 Any dispute arising from this agreement and / or in connection with it, which can not be resolved by agreement of the Parties, will be resolved by relevant courts of the Czech Republic.

7.6 This Agreement is executed in duplicate. Each of the Parties shall receive one copy of the signed contract.

7.7 This Agreement shall become effective after the signing made by both parties.

7.8 Provider selection was made in accordance with the rules of the procurement of the Vysocina Region of 5 March 2013.

On behalf of the Vysočina Region   **On behalf of III**

1 0. 11. 2014

By: Dr. Jiří Běhounek   By: Tien-Cheu Kao

Title: President of the Region   Title: Vice President and Director General

Kraj Vysocina
Žižkova 57, 587 33 Jihlava
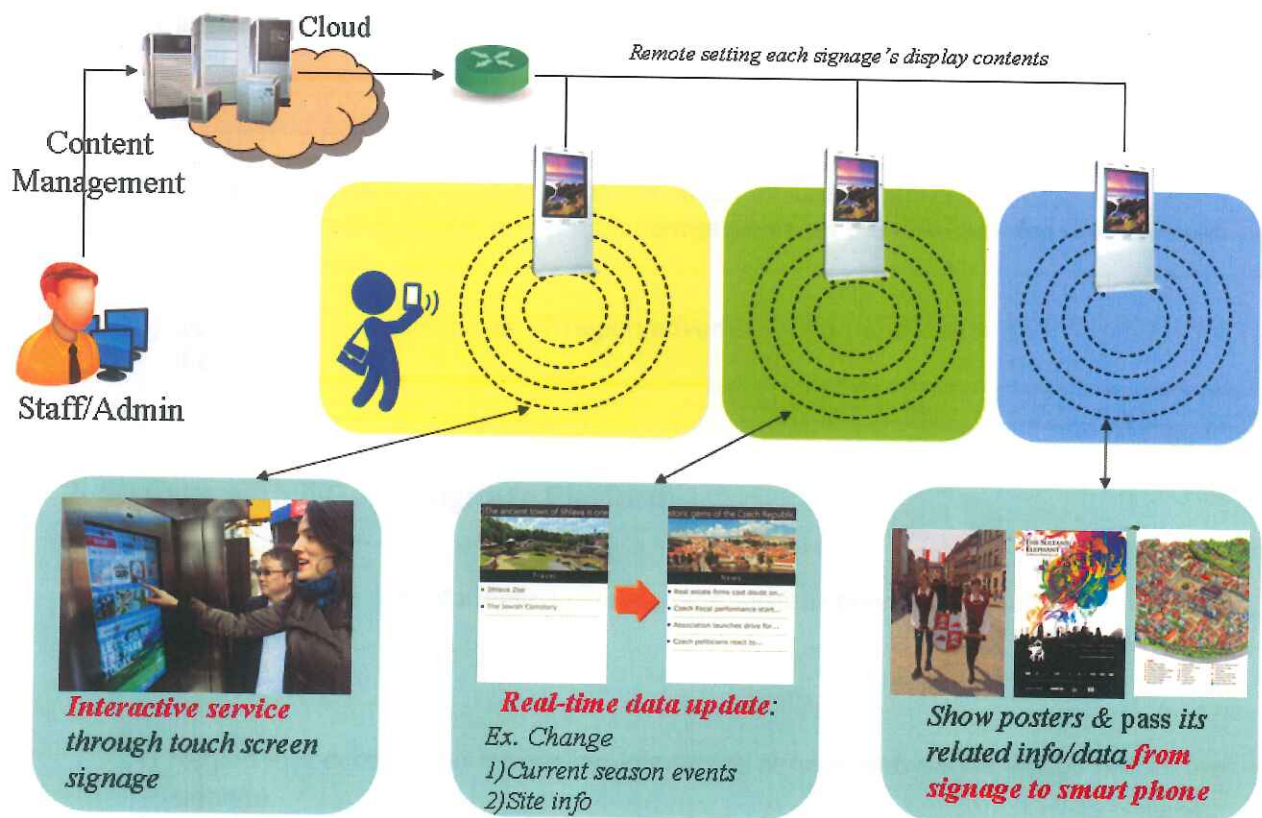
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Attachment A.

Signage Application System Specification

iiiGuide Signage System Specification

iiiGuide signage system is based on information providing features and dynamically generates smart tag like QR code data to associate with displaying content. Visitors can obtain displaying content related data through their smart phone to read the tag. So signage system can let visitors to view and get information by interacting with the touch screen signage. The system architecture and features are shown as below and each system component and work items will be described in detail in the following.

The system consists of two components including: (1)Server and (2)Signage. The software developed by III is installed in them to provide the region promotion services.

Interactive service *through touch screen signage*

Real-time data update: *Ex. Change 1)Current season events 2)Site info*

Show posters & pass its related info/data **from signage to smart phone**

1. Server with iiiGuide Signage Service System

(1) iiiGuide signage server system will be installed on Vysocina Region cloud server space.

(2) Web based administration interface in two languages: Czech and English.

(3) Upload and manage signage contents which include list of news, maps and region spots information (in text and photos format), and set the QR-code tag data for each signage content.

(4) Upload and manage posts of region/advertisements, and marquee information for the signage.

2. Signage with iiiGuide Signage Platform

For visitors to view and get information, the signage system provides the following functons and information:

(1) Region introduction and interesting interactive service web pages will be put on the signage.

(2) Show scrolling marquee information on the top of signage screen.

(3) Display advertisement or region related post pictures when signage is idle.

(4) Dynamically create QR-code tag with the content that is currently on the screen. Visitors can interact with signage with their smart phone by reading the 'dynamic tag' (ex. to download advertisements or contents currently on the screen).

(5) Show hit rates of user operations on the main page of the signage and the server.. The hit rates is a number of user operations on the main page of signage, and update the number to server system through Internet. The administrator can view the hit rates number of per signage. The number can also be shown in the signage page corner and acts like the hit count of web page.

3. Contents

Acquirer shall be responsible for:
(1) the signage's multi-language displaying content creation and maintenance;

(2) connecting to administrator system for signage's displaying content uploading and maintenance, and QR-code tag digital data setting and maintenance.

Provider shall be responsible for:
    (1) consultation on content/tag maintenance and service operation remotely.

4. Note

(1) Signage software can work for Windows 7 64bits PC environment.

(2) One signage software license for use on unlimited number of signage hardware. All signage hardware displays the same content.

(3) If the signage's operating system (ex. Window 7) and teamviewer software both work fine, Provider will provide remote signage software maintenance services when signage software defects occurs.

(4) Signage hardware will be delivered and provided by III authorized partner company in Czech for making sure the total system integrity and service quality.