

**AMENDMENT NO. 1
TO SUBCONTRACT AGREEMENT**

THIS AMENDMENT was entered into on Jan 23, 2019 by and between:

MOTOROLA SOLUTIONS GERMANY GmbH, a legal entity, duly registered and acting under the laws of Germany, having its legal address at: 65510, Telco Kreisel, 1, Idstein, Germany, duly represented by the signatories hereto, hereinafter referred to as "MOTOROLA" or „Buyer“

and

BASS SYSTEMS SRL, a legal entity, duly registered and acting under the laws of the Republic of Moldova, having its offices at: 8, Calea Iesilor Str., Chisinau, MD 2069, Republic of Moldova, represented by Mr. Onisim Popescu, General Manager, hereinafter referred to as "BASS" or "Seller",

jointly referred to as „Parties" and severally as „Party".

The parties have agreed to amend the Subcontract Agreement of May 31st, 2018 (hereinafter – "Subcontract Agreement") as follows:

1. The Exhibit 1 – Equipment, works and services – to the Subcontract Agreement is hereby replaced with a new Exhibit, as attached to this Amendment.
2. The first sentence of the Clause 2.1. of the Subcontract Agreement shall read as follows:

"2.1. The Purchase Price under this Subcontract is EUR 2,371,043.68 (in words: two million three hundred forty six thousand fifty seven Euro and fifty eight eurocents) is firm and fixed and not subject to modification, unless agreed in written by both parties."
3. The other terms and conditions of the Subcontract Agreement remain unchanged and binding upon the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their authorized representatives as follows:

**For and on behalf of
BASS SYSTEMS SRL**



Onisim Popescu
General Manager

**For and on behalf of
MOTOROLA SOLUTIONS GERMANY GmbH**



ppa. Roland Aumüller, Director Tax EMEA



ppa. Jana Milde, HR Manager EMEA


MOTOROLA SOLUTIONS GERMANY GmbH
Telco Kreisel 1
65510 Idstein
Germany

Commercial Offer

Предложение / Proposal

Numărul: 131

Data: 22.11.2018

Homep: / Number:

Cfentant: "BASS Systems" SRL

Data: / Date:

CUMPRĂTOR

Beneficiar:

Motorola Solutions Germany GmbH

Покупатель / Buyer

În atenția:

Martin Fuerst, Director of Sales Eastern Europe

Куда: / To:

Tel/Fax

+49 6126 9576 247

Кому: / Attn:

Ministry of Interior TETRA Extension Project

I. MTS-site installation (82)				
Description	Type	Q-ty	Price	Total
Antenna TETRA	mat	163	€ 867.00	€ 141,321.00
Antenna Support	mat	163	€ 310.74	€ 50,650.62
Antenna GPS	mat	66	€ 658.00	€ 43,428.00
BS Site Survey	SVC	82	€ 479.55	€ 39,323.10
BS Site Survey report	SVC	82	€ 479.55	€ 39,323.10
Construction authorizations support	SVC	66	€ 479.55	€ 31,650.30
Tower Civil Works	SVC	66	€ 2,742.75	€ 181,021.50
Ground Civil Works	SVC	66	€ 897.00	€ 59,202.00
BS Transportation, Installation and Configuration	SVC	66	€ 1,246.60	€ 82,275.60
BS Commissioning	SVC	66	€ 862.50	€ 56,925.00
TOTAL				€ 725,120.22



II. MW network (50)				
Description	Type	Q-ty	Price	Total
MW links	mat	26	€ 14,640.36	€ 380,649.36
MW links	mat	30	€ 14,223.93	€ 426,717.90
DC- power	mat	56	€ 2,645.00	€ 148,120.00
Vandal Proof Exterior Rack	mat	56	€ 1,783.60	€ 99,848.00
Spare parts	mat	4	€ 22,337.00	€ 89,348.00
Design MW systems	SVC	1	€ 53,077.10	€ 53,077.10
Equipment Commissioning	SVC	56	€ 744.00	€ 41,664.00
Ground Civil Works	SVC	56	€ 1,956.00	€ 109,536.00
Tower Civil Works	SVC	56	€ 2,531.15	€ 141,744.40
Power Civil Works	SVC	56	€ 737.15	€ 41,280.40
Cisco ISR 4300 Series Router Set	mat	13	€ 1,922.00	€ 24,986.00
TOTAL				€ 1,556,971.16

III. Central Switching System Installation				
Description	Type	Q-ty	Price	Total
MSO GPS Antenna	mat	2	€ 1,463.00	€ 2,926.00
Electrical Works MSO	SVC	1	€ 5,980.00	€ 5,980.00
General hardware installation	SVC	1	€ 2,119.45	€ 2,119.45
MSO Equipment Racking	SVC	1	€ 3,737.50	€ 3,737.50
MSO Equipment Network Configuration	SVC	1	€ 7,975.25	€ 7,975.25
non-MSI Equipment Commissioning	SVC	1	€ 2,300.00	€ 2,300.00
TOTAL				€ 25,038.20

IV. Control sites				
Description	Type	Q-ty	Price	Total
Deliver and cable equipment on-site	SVC	6	€ 736.00	€ 4,416.00
Equipment configuration and start-up	SVC	6	€ 1,794.00	€ 10,764.00
TOTAL				€ 15,180.00



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Description	Type	Q-ty	Price	Total
Training non-MSI equipment with training materials	svc	1	€ 10,734.10	€ 10,734.10
TOTAL				€ 10,734.10

VI. Airport				
Description	Type	Q-ty	Price	Total
Airport KIV (Chisinau) Indoor Coverage (survey, design, Installation & commissioning)	svc	1	€ 23,000.00	€ 23,000.00
Indoor Antennas & Feeders	mat	set	€ 15,000.00	€ 15,000.00
TOTAL				€ 38,000.00

GRAND TOTAL per QUOTATION, EURO	€ 2,371,043.68			
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- * Prices are indicated in EURO and:
- For all Materials marked as "mat" **DOES NOT INCLUDE VAT and OTHER TAXES;**
 - For all Services marked as "svc" **DOES INCLUDE VAT**

Andrei Cojocari

Sales and Business Development Director
BASS Systems S.R.L.



SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT was entered into on st 31 of May 2018 by and between:

MOTOROLA SOLUTIONS GERMANY GmbH, a legal entity, duly registered and acting under the laws of Germany, having its legal address at: 65510, Telco Kreisel, 1, Idstein, Germany, duly represented by the signatories hereto, hereinafter referred to as "MOTOROLA" or „Buyer“

and

BASS SYSTEMS SRL, a legal entity, duly registered and acting under the laws of the Republic of Moldova, having its offices at: 8, Calea Iesilor Str., Chisinau, MD 2069, Republic of Moldova, represented by Mr. Onisim Popescu, General Manager, hereinafter referred to as "BASS" or "Seller",

jointly referred to as „Parties" and severally as „Party".

WHEREAS:

- A. The Parties have entered into the Memorandum of Understanding of August 7th, 2017 and Pre-Contract Agreement of 26th of October, 2017 on joining their efforts in executing the potential delivery and installation of a TETRA radio telecommunication system expansion (hereinafter „Project") to the Ministry of Internal Affairs of the Republic of Moldova (hereinafter "Customer");
- B. MOTOROLA has entered into the Public Purchases Contract "For the purchase of communications, design, installation and interconnection equipment, for setting up the turnkey radiocommunication network in TETRA standard" with the Customer on 6th of December 2017 (hereinafter "Main Contract");
- C. Parties wish now to conclude this Subcontract agreement between them on delivery of equipment, works and services, being part of the scope under the Main Contract (hereinafter "Subcontract");

NOW THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:



SUBJECT MATTER OF THE SUBCONTRACT

- 1.1. The Seller will deliver and the Buyer will accept and pay for the delivery of the equipment, works and services, described in more details in the Exhibit 1.
- 1.2. The Seller will deliver equipment, works and services under the terms and conditions of this Subcontract, and, unless the opposite is provided herein, under the terms and conditions and according to all requirements of the Main Contract, as provided in Exhibit 4 and described in more details in Exhibit 3. That means that the Seller accepts full responsibilities of the Buyer under the Main Contract with regard to the delivery of the scope of this Subcontract.
- 1.3. All costs required for the delivery of corresponding equipment, works and services to the Customer must be solely borne by the Seller.

PURCHASE PRICE, PAYMENT TERMS:

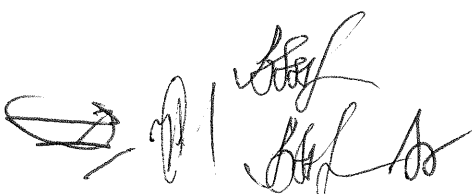
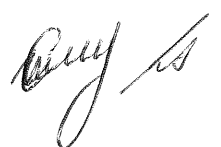
- 2.1. The Purchase Price under this Subcontract is EUR 2,358,550.58 (in words: two million three hundred fifty eight thousand five hundred fifty Euro fifty eight Euro cents) is firm and fixed and not subject to modification, unless agreed in written by both parties. The Purchase Price includes all taxes and/or duties (VAT, import duties etc.), if/where applicable according to the laws of the Republic of Moldova in connection to the delivery by the Seller of the equipment, works and services under this Subcontract.
- 2.2. The Purchase Price shall be divided and paid in the following manner: during the execution of its obligations under this Subcontract, the Seller shall invoice the Buyer at the time of completion of their deliverables for the corresponding amount of those deliverables. Payment of such invoices shall be made within 30 (thirty) days after Motorola was paid by the Customer for these deliverables.

AUDIT

- 3.1. The Seller acknowledges that the achieved Project Margin, calculated as per the Methodology described in Exhibit 5 hereto, shall not exceed 25% for the complete scope of the project (including Services and Equipment). Achieved Project Margin in excess of these thresholds shall be reimbursed to the Buyer within 30 (thirty) days of such an excess Project Margin becoming apparent. The Seller shall inform the Buyer immediately in case excess gross Project Margin is expected.
- 3.2. The Buyer reserves the right during the term of this Subcontract and during 12 months after its expiry to audit the Seller's books related to the execution of this Subcontract, acting by itself or through a professional auditor company, appointed by the Buyer. All the costs of the professional auditor in this case must be solely born by the Buyer.

DURATION AND TERMINATION OF THE SUBCONTRACT

- 4.1. This Subcontract comes into force as of the date of its signature by both Parties and shall stay in force until the full execution by the Parties of their obligations herein, unless earlier terminated as provided for below.
- 4.2. This Subcontract may be terminated:

Handwritten signatures of the Seller and Buyer, with the Seller's signature on the left and the Buyer's signature on the right.Handwritten signature of the Buyer.

- (a) by written agreement of the Parties, such an agreement including a settlement of their mutual liabilities and claims originating from this Subcontract;
- (b) by withdrawal of either Party arising from a material breach of this Subcontract by the other Party;
- (c) if the Main Contract is terminated for the reasons provided in it.

4.3. The Parties agree that only the following reasons shall be deemed to be a material breach of the Subcontract:

- (a) reasons expressly set forth in this Subcontract and in the Main Contract;
- (b) the other Party's bankruptcy;
- (c) any breach of the obligations set forth in this Subcontract provided that the infringing Party fails to remedy such breach within the term given by the other Party in a written notice thereabout; such term shall be at least 30 (thirty) days.

4.4. For the purposes of this Subcontract, bankruptcy shall mean a declaration of bankruptcy according to the legal regulations of the state in which the affected Party has its registered office, or a decision to reject an insolvency petition on account of the respective Party's lack of assets according to the legal regulations of the state in which the Party has its registered office.

4.5. A withdrawal from the Subcontract according to Section 1.3(b) hereof shall take effect as of the date of delivery of a written notice of withdrawal to the other Party.

4.6. The termination of the Subcontract does not affect any rights of the Parties, which has accrued under this Subcontract prior to such termination.

CONFIDENTIALITY AND NON DISCLOSURE

5.1. During the term of this Subcontract the Parties may deem it necessary to provide each other with Confidential Information. For the purposes of the Subcontract, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of the Subcontract, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving PARTY; (ii) is already known to the receiving PARTY without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of the Subcontract, in the receiving PARTY's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving PARTY without breach of the Subcontract; or (v) is explicitly approved for release by written authorization of the disclosing Party.

5.2. The Parties therefore agree:



- to maintain the confidentiality of such Confidential Information and not disclose the same to any third party, except as authorized by the original disclosing Party in writing.
- to restrict disclosure of Confidential Information to employees who have a "need to know". Such Confidential Information shall be handled with the same degree of care, which the receiving Party applies to its own confidential information but in no event less than reasonable care.
- to take precautions necessary and appropriate to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others.
- that Confidential Information is and shall at all times remain the property of the disclosing Party. No use of any Confidential Information is permitted except as otherwise provided herein and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.
- to use such Confidential Information only as required in performance of this Subcontract.

5.3. Except as may be required by applicable law, neither Party shall disclose to any third party the content of the Subcontract, or any amendments hereto without the prior written consent of the other Party.

5.4. With respect to any item of Confidential Information disclosed under this Subcontract, the obligations of confidentiality as described herein shall remain in effect for a period of 5 (five) years from the date of disclosure of such item.

INTELLECTUAL PROPERTY RIGHTS

6.1. All rights regarding trademark, patent, copyright and other intellectual property („Intellectual Property Rights”) pre-existent to the execution of this Subcontract and/or any transaction devised hereunder are and will remain in the property of the Party that owns them.

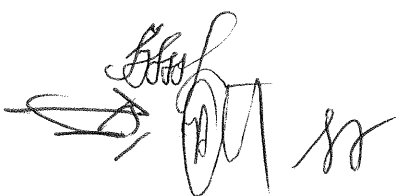
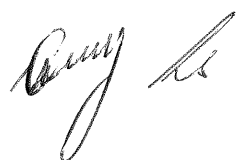
LIABILITY

7.1. Should any Party breach any of its obligations under this Subcontract, it will pay the other Party any and all loss and damage caused to it.

7.2. The liability of each Party arising under this Subcontract is limited to actual direct damage caused to the other Party.

7.3. These limitations apply regardless of whether the liability is based on breach of Contract, tort (including negligence), strict liability, breach of warranties or other legal theory. However, these limitations will not apply to:

- Liability for damages caused by gross negligence or willful misconduct of one of the Parties;

- Liability arising out of any breach of duty as to the confidential and/or proprietary information or intellectual property rights.

GOVERNING LAW AND DISPUTES RESOLUTION

- 8.1. This Subcontract as well as any further agreement devised under or in connection to this Subcontract shall be governed by and construed in all respects in accordance with the laws of Germany.
- 8.2. All disputes between the Parties in connection with or arising out of the existence, validity, performance and termination of this Subcontract and any further agreement devised under or in connection to this Subcontract, which the Parties are unable to resolve through negotiations, shall be finally settled by arbitration under the ICC Rules of Arbitration. Place of arbitration shall be Berlin, Germany. Language of arbitration shall be English.

NOTICES

- 9.1. Any notice to be delivered to a Party hereunder shall be in writing, in English and shall be personally delivered, sent by pre-paid recorded delivery or transmitted by e-mail or facsimile (confirmed by being delivered by hand or sent by first class post within forty-eight hours thereafter) to its address, e-mail address and/or facsimile number given below and marked for the attention of the person stated (or at such other address, e-mail address and/or facsimile number and/or marked for the attention of such other person as that Party may notify to the other Party from time to time in accordance with this Article).

FOR BASS

Mr. Onisim Popescu
General Manager
8, Calea Iesilor Str.,
MD 2069, Chisinau, Republic of Moldova
Phone: +373 22 837960
Fax: +373 22 837961
Email: office@bass.md

For MOTOROLA

Mr. Martin Fuerst
Director of Sales Eastern Europe
Telco Kreisel 1
65510 Idstein, Germany
Phone: + 49 6126 9576247
Fax: + 49 6126 9576826
Email: martin.fuerst@motorolasolutions.com



9.2. The term to reply to any notice is 10 (ten) working days from the date of its receipt.

9.3. Each Party can modify the contact details or contact persons by informing the other Party in writing. In the absence of such notification the notices made to the previously mentioned contact details/persons will be considered duly sent.

FINAL PROVISIONS

10.1. No Party can assign this Subcontract without previous consent of the other Party. If either of the Parties is divided or merges with any other company during the existence of this Subcontract, this Subcontract shall not terminate, and the rights and obligations herein shall be taken over by the successor of such Party.

10.2. Any changes or supplements to this Subcontract shall be carried out in the form of written amendments signed by both Parties on the same instrument, such amendments to become integral parts of this Subcontract.

10.3. Each Party shall comply with all applicable export laws, regulations and rules of the United States of America, the Federal Republic of Germany, the European Union. The Seller will not, without the prior authorization of the Buyer and the appropriate governmental authority or any agency thereof, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any Equipment, Software, Documentation or technical data sold or furnished to the Seller pursuant to the Subcontract to any person within any territory for which any of the foregoing governmental authorities or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall constitute just cause for the immediate termination of the Subcontract by either Party.

10.4. The Parties agree to refrain from any actions, which are illegal, unethical or against the Motorola Solutions Code of Business Conduct. This code is available at the address stipulated at the end of this section:
https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions_codeofconduct.pdf

10.5. The Parties shall fully comply with the applicable anti-corruption laws and laws prohibiting the payment of commercial or private bribes and the principles of the U.S. Foreign Corrupt Practices Act. Violation of this provision shall constitute just cause for the immediate termination of the Subcontract by either Party.

10.6. This Subcontract has been executed in two (2) counterparts in the English language with the validity of an original; each of the Parties shall receive one (1) counterpart.

10.7. The Parties declare that they have taken the statutory legal actions related to the conclusion of this Subcontract freely and solemnly and that they are not aware of any legal impediments to the conclusion hereof, that they have duly acquainted themselves with the contents of this Subcontract, and they consent hereto.

10.8. Both MOTOROLA and BASS have an intent to cooperate on the exclusivity basis in pursuing further business opportunities in the Republic of Moldova. That means that both MOTOROLA and BASS will implement all reasonable efforts to consent exclusivity for those business opportunities when they appear, and will make a decision about exclusivity based on circumstances at that time (including, but not limited to: if Parties



did not have any issues with the performance of their obligations under previous contracts signed between them; if the cooperation between Parties is allowed by the corresponding Beneficiary of the opportunity; if exclusivity does not discriminate MOTOROLA's partners authorized to sell in Moldova; if exclusivity is allowed according to applicable competition laws; if exclusivity makes sense based on the outcome of comparison with other potential partners ("bench marking"))

EXHIBITS

The following Exhibits shall form integral parts of this Subcontract. In case of discrepancies, the provisions of this Subcontract shall prevail over Exhibits and the provisions of Exhibits shall prevail in the order provided below (the earlier prevails over later):

Exhibit 1 – Equipment, works and services;

Exhibit 2 – Responsibility Matrix;

Exhibit 3 –Transfer of responsibilities;

Exhibit 4 – Copy of the Main Contract;

Exhibit 5 –Methodology for calculating BASS's profit margin under the Project;

Exhibit 6 - Feasibility Study from the Customer.

IN WITNESS WHEREOF this Subcontract has been signed by the authorized representatives of the Parties as follows:

For and on behalf of
BASS SYSTEMS SRL

Onisim Popescu
General Manager

For and on behalf of
MOTOROLA SOLUTIONS GERMANY GmbH

I.V. Chernov
Ivan Chernov
Handlungsbevollmächtigter

Christian Eisner
Christian Eisner
Prokurist

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EXHIBIT 1 TO SUBCONTRACT AGREEMENT - EQUIPMENT, WORKS AND SERVICES

Commercial Offer	Предложение / Proposal
Numărul: 129	
Data: 17.05.2018	Номер: / Number:
Ofertant: "BASS Systems" SRL	Дата: / Date:

CUMPĂRĂTOR	Покупатель / Buyer
Beneficiar: Motorola Solutions Germany GmbH	
În atenția: Martin Fuerst, Director of Sales Eastern Europe	Куда: / To:
Tel/Fax: +49 6126 9576 247	Кому: / Attn:

Ministry of Interior TETRA Extension Project

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„BASS Systems” SRL, str. Calea Ieșilor 8, Chisinau, MD-2069, Republica Moldova
Cod fiscal: 1008600013575; Telefon: +37322 837-960 Fax: +37322 837-961 www.bass.md



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BASS

SYSTEMS

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- For all Services marked as "svc" **DOES INCLUDE VAT**

Andrei Cojocari

Sales and Business Development Director
BASS Systems SRL

„BASS Systems” SRL, str. Calea Iosip, 8, Chisinau, MD-2069, Republica Moldova
Cod fiscal: 1008600013575, Telefon: +37322 837-960 Fax: +37322 837-961 www.bass.md

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Christina Leber
BASS SYSTEMS
S.R.L.
1008600013575
REPUBLICA MOLDOVA

I.V. Gury
Ivan Gurnov
Handlungsbevollmächtigter

PPA Leber
Christina Leber
P. Gurnov

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EXHIBIT 2 to Subcontract Agreement – Responsibility Matrix BASS- MOTOROLA

P- Prime responsibility; I – Provide information; S – Support

ITEM No.	DESCRIPTION	BASS	MOTOROLA
1	General		
1.1	Subcontract Signature	P	P
1.2	Appoint Overall Project Manager and BASS. Contact Person	P	P
1.3	Provide progress report on regular basis	P	P
1.4	Develop and maintain the overall Implementation Plan	S	
1.5	Obtain Declaration of Conformity, if needed.	I	I
1.6	Obtain all required licenses and authorisations to construct and operate the System	I	I
1.7	Arrange for CIP shipment of all Motorola equipment to Moldova.	I	P
1.8	Arrange for CIP shipment of all non Motorola equipment to Moldova.	P	I
1.9	Obtain import license or to provide any government notifications for all Motorola supplied equipment (if required)	I	I
1.10	Apply for an EXP-Licenses at German Authorities.		P
1.11	Obtain import license or to provide any government notifications for all non Motorola supplied equipment (if required)	I	I
1.12	Motorola equipment inventory before shipment to Moldova		P
1.13	Import and customs clearance of all equipment sent to Moldova for this project.	I	I
1.14	Provide transport for all Motorola supplied equipment from customs office to warehouse and final destination (installation sites)	P	
1.15	Provide in country transport of all Motorola and non Motorola supplied equipment to sites	P	
1.16	Participate in factory acceptance tests at Motorola Berlin	I	I
1.17	Participate in site acceptance tests at all Mol locations	P	S
1.18	Drive testing support, i.e. car, driver, (20 % of sites – estimated – 8 weeks total)	P	S
1.19	Provide test equipment. and sw (SCOUT) if required and needed		P
1.20	Support BASS during coverage verification activities for one week	S	P
1.21	Provide MSIs R56 document (installation standards)	I	P
1.22	Provide Environmental Health and Safety Policy document	P	
2	Design		
2.1	Provide all relevant design info of the TETRA-Infrastructure to BASS	I	P

P- Prime responsibility; I – Provide information; S – Support

ITEM No.	DESCRIPTION	BASS	MOTOROLA
2.2	Provide site list, based on customers selection and info		P
2.3	Design uW systems for sites where MW-links are needed	P	
2.4	Responsible for site survey and reports	P	I
2.5	Specify equipment's detailed electrical requirements, permissible volt drops and Motorola supplied connection points		P
2.6	Provide Radio Frequencies for the System		P
3	Order Entry and Manufacturing		
3.1	Produce final equipment ordering list of the Project (Motorola part)		P
3.2	Place all Motorola supplied equipment on order and manufacture		P
3.3	Place orders for infrastructure and other non Motorola supplied equipment	P	
4	Preparing Base Station (MTS) Infrastructure Sites		
4.1	Determine BS site locations		P
4.2	Provide transport for Motorola technicians to all sites	P	
4.3	Provide recommended site specification for Motorola supplied equipment		P
4.4	Survey BS site for specific site improvements	P	
4.5	Prepare report for specific BS site improvement requirements to the End Customer	P	
5	Central Switching System Installation		
5.1	Provide inter-rack cables and connectors for Motorola supplied MSO equipment		P
5.2	Provide AC power cables and connectors to Motorola MSO equipment racks	P	
5.3	Provide mounting hardware for racks (nuts, bolts, washers, bolt, etc.)	P	
5.4	Install MSO equipment	P	I
5.5	Ground racks to equipment room master ground bar (MGB)	P	I
5.6	Install AC power cables/connectors from AC distribution panel to CSS equipment	P	
5.7	Interconnect MSO equipment cabinets	P	S
5.8	Connect MSO equipment to BTS site via circuits provided at site location	P	S




P- Prime responsibility; I – Provide information; S – Support

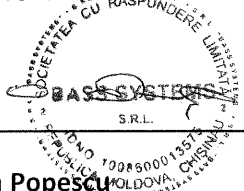
ITEM No.	DESCRIPTION	BASS	MOTOROLA
5.9	Clean-up MSO Site	P	
5.10	Notify on MSO equipment installation completion	P	
5.11	Commission & test CSS sub-system integration	S	P
5.12	Commission, Optimise and test non-Motorola provided equipment	P	
6	BS Site installation		
6.1	Deliver equipment to BS site	P	I
6.2	Inventory BS equipment & provide report of any discrepancies/breakages	P	
6.3	Provide/install AC power, cables, conduit and connectors to DC Power System	P	I
6.4	Provide and install all necessary cable feed through for the antenna system	P	
6.5	Supply and install feeders', connectors, surge and lightning protection	P	
6.6	Provide and install TETRA RF and GPS antennas and related cabling & connectors	P	
6.7	Install MW equipment and related cabling & connectors	P	
6.8	Provide BS equipment grounding materials and provide station grounding according to Motorola requirements and local regulations (R56)	P	
6.9	Provide mounting hardware for BS racks (nuts, bolts, washers, bolt, etc.)	P	
6.10	Clean-up BS Site	P	
6.11	Secure and clearly label all installed cables and feeders	P	
6.12	Notify on BS site equipment installation completion	P	
6.13	MSI to support BASS with the first 5 sites on comms and optimization	P	S
6.14	Perform BS optimisation/Commissioning and bring BS "on-line"	P	
7	Control sites		
7.1	Deliver equipment to Control sites	P	
7.2	Install and start-up equipment at control-sites	P	
8	Factory Acceptance Test		
8.1	MSI will arrange a factory acceptance test (FAT) at the system integration center, Berlin Germany		P
8.2	BASS team can attend FAT in Berlin Germany if requested	I	P
9	Acceptance Testing		

P- Prime responsibility; I – Provide information; S – Support

ITEM No.	DESCRIPTION	BASS	MOTOROLA
9.1	Carry-out Acceptance Test with the End Customer	P	S
9.2	Sign Acceptance Test Protocol	P	S
10	Warranty and Service Support		
10.1	Equipment Warranty for infrastructure, non Motorola equipment ending 24 months after project completion.	P	
10.2	1 st and 2 nd level-Service Support (all infrastructure, TETRA and MW), ending 24 months after project completion.	P	S
10.3	Provide 3 rd -level Service Support (TETRA), ending 24 months after project completion.	S	P
10.4	Provide 3 rd -level Service Support (for MW Equipment), ending 24 months after project completion.	P	I
11	Training		
11.1	Deliver required technical training for BASS engineers at MOT-Germany, Berlin.	I	P
11.2	Provide training for non Motorola equipment (MW equipment) to the End-Customer.	P	I
11.3	Provide training materials in English language, for the MSI-TETRA-part.		P
11.4	Provide training materials in English language, for the NON-MSI-part.	P	I
12	Documentation		
12.1	Provide site installation documentation, including i.e. pictures and drawings, in English language.	P	I
12.2	Provide documentation for MW-Equipment according to Motorola standards in English language.	P	I

For and on behalf of

BASS SYSTEMS SRL



Onisim Popescu

General Manager

For and on behalf of

MOTOROLA SOLUTIONS GERMANY GmbH

i.V. Ruediger
Ivan Chaynov
Handlungsbevollmächtigter

Christian Lohar
Produkt

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EXHIBIT 3 to Subcontract Agreement – Transfer of responsibilities

Table below defines transfer of responsibilities defined in Appendix 1.1 of Main Contract:

COPE	RESPONSIBILITY
FEASIBILITY STUDY (point 2.1 in the pricing table) Must include a detailed analysis of the feasibility study provided by the customer for RF and microwave design. Analysis of all relevant RF parameters: • Sensitivity of the dynamic receiver, • RF power, • Antenna gain, • Cable losses, • Diversity gain, • Reliability margin, • Body loss, • Slow attenuation margin, • Link budget. The activity will be completed by providing a detailed report of this analysis, including the coverage forecast for two classes (mobile and portable) and related plots.	MSI - All TETRA aspects. BASS - All microwave aspects and design of microwave subsystem
TETRA DESIGN (point 2.2 in the pricing table) As a first step in the implementation of the project, a detailed project of the system will be carried out. This will include (but is not limited to) the following general activities: • Assessing the existing system in the field, including hardware conditions, detailed software versions, and system health in general • Evaluate the main available column and its suitability for system expansion • Collecting the various databases of the systems to be reused in the topology of the final system • Finalizing, documenting and presenting the detailed design of the system • System project completion, including system topology and mapping, IP features and functionality • Elaboration of equipment lists, ordering the equipment and building a new (expansion) system at the Motorola Systems Integration Center in Berlin, Germany • System testing in factory, in accordance with factory acceptance	MSI - prime responsibility; BASS - Assessment of existing system in field including hardware conditions, detailed software versions, and system health in general, collecting the various databases of the systems to be reused in the topology of the final system (as requested by MSI). All areas of design related to civil works, site construction and permitting according to local law. All design activities related to NON TETRA scope of responsibility.



test procedure. Drafting the detailed documentation after the system has been installed and is ready for delivery	
TRAINING (point 2.3 in the pricing table) Includes the required training for system administrators and technicians of the customers. Instructor-led training courses will be provided at MSI Germany or the UK. For details on the course, please see Appendix 4, Training Proposal	MSI - training for all equipment delivered by MSI. BASS - training for equipment delivered by BASS.
Installation and commissioning of the required parts of the base stations (together with the accessory set) for full radio coverage in the Republic of Moldova (point 3.1 of the pricing table) Upon delivery of the equipment, the new base stations will be installed and put into operation at defined locations. This will include: - Physical installation of base station panels - Establishment of earth connections, electricity, and location connections for base stations - Installing the TETRA antennas and power lines on the available pylons - Installing the GPS antennas and power lines on the available pylons - Starting, final configuration and testing of base stations. - The base station will be put into local trunking mode before providing the radio connection to connect the base station to the TETRA system (network).	BASS - full responsibility for this section
Create the radio relay links needed to interconnect base stations (point 3.2 in the pricing table) If necessary, the new base stations will be interconnected to the main/MSO column using microwave equipment. This will include: - Analysis of topographic conditions and detailed design of the microwave column - Physical installation of the microwave equipment at site locations - Grounding and electricity for microwave equipment - Installing the microwave antennas and power lines on the available pylons - Starting, final configuration and testing of microwave equipment - Once the connection is established, the base stations will be connected to the TETRA system (network).	BASS - full responsibility for this section
Installing and configuring MSO (point 3.3 in the pricing table)	BASS - full responsibility for this section

Upon delivery of the equipment, the new SwMI equipment will be installed and put into operation at defined locations (MSO). This will include: • Physical Installation of SwMI Panels • Grounding, electricity and location connections for SwMI panels • Installation of GPS antennas and power lines (for network time servers) • Starting, final configuration and testing of SwMI equipment	except for area of <i>Starting, final configuration and testing of SwMI equipment</i> MSI - responsibility for area of <i>Starting, final configuration and testing of SwMI equipment</i>
Installing and configuring control locations (point 3.4 in the pricing table) The equipment at the existing control locations will be upgraded to the latest versions and additional equipment will be installed according to the agreed scope. This will include: • Software and (if applicable) hardware upgrade of existing equipment at the control location • Physically installing the new components in the control locations • Grounding, electricity, and location connections for the new parts of the control location • Starting, final configuration and testing of all parts of the control location	BASS - full responsibility for this section
Interconnect with existing GIBP MSO + update (point 3.5 of the pricing table) The existing SwMI equipment will be updated to the latest version. This will be done by physically replacing the existing SWMI hardware with updated components in a comparable configuration, as well as by implementing the latest Dimetra software. The existing databases will be upgraded and implemented in combined SwMI. This upgrading of the existing SWMI and interconnection with the new SwMI will be done partly in the MSI factory and later in the field, so SwMI will be delivered in the final combined topology.	MSI - responsibility for upgrade activities, incl. delivery of updated components; implementing latest Dimetra software, upgrade of existing databases BASS - all upgrade activities on base station sites; all physical installation works connected with upgrade; providing connectivity for the SwMI interconnection; logistics and all in-country transportation and warehousing of the equipment required for upgrade
Testing and commissioning the entire network (point 3.6 in the pricing table) Following the implementation of the new combined SwMI, the new base stations and the upgrade and migration of existing base stations, the entire system in the final topology will be configured and tested according to the on-site acceptance test procedure.	MSI - prime responsibility for this section BASS - all commissioning and testing activities on base station sites; all commissioning activities connected with reprogramming/reflashing of new radio terminals



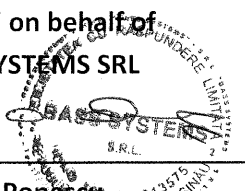

Coverage test - run tests (point 4.1 of the pricing table) After all previous services are provided by Motorola, particularly "Testing and Running the Whole Network", Motorola will perform run tests including our Portable/Mobile Testing Equipment (SCOUT). This will include the provision of engineering resources for measuring and recording relevant parameters, such as field strength, bit error rates. Motorola will provide a detailed (detailed) report (reports) of this analysis.	BASS - full responsibility for this section,
INDOOR COVERAGE OF THE KIV CHISINAU AIRPORT (point 6 of the pricing table) Materials and services to cover the indoor part of KIV airport (point 6.1 in the pricing table) This includes the survey, analysis and design of an indoor RF distribution system, to provide TETRA radio coverage to and inside Chisinau Airport. All materials are also included, ie cables, leaky-feeder coaxial cables, power dividers, and indoor antennas. All installation works are part of this element.	BASS - full responsibility for this section

The below represents list of the provisions of the Main Contract, responsibilities under which shall be transferred from Motorola to BASS (with regard to the deliveries under the Subcontract):

Art. 1.3., Sections 2, 4, 5, Art. 6.1, Sections 7, 8, Articles 9.1. – 9.6., Articles 10.3., 10.5, Section 11.

For and on behalf of
BASS SYSTEMS SRL

Onisim Popescu
General Manager



For and on behalf of
MOTOROLA SOLUTIONS GERMANY GmbH

i.V. Dany
Ivan Chuprov
Handlungsbevollmächtigter

Prof. Dr. Robert
Christian Leber
Prokurist

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EXHIBIT 5 to Subcontract Agreement – Methodology for calculating BASS's profit margin under the Project

Gross Project Margin% shall be calculated as follows:

Direct project cost shall be subtracted from the project revenue to calculate project gross profit. This project gross profit will then be divided by Project Revenue and shown as a percentage as "project margin".

Project specific cost shall include:

- a) cost to the Supplier of engaging its personnel or sub-contractors directly involved in project activities such as installation, program management, system test, system staging, optimization, as well as system field service and maintenance cost plus any associated travel cost
- b) cost for equipment that is required to deliver the project including warranty and support as required
- c) non reimbursable taxes, duties and other contributions to the public budgets, directly attributable to the Project

Project specific cost shall not include:

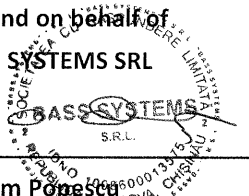
- d) overhead such as cost for marketing, sales, human resources, research and development, finance and general management
- e) financing or similar costs
- f) taxation (other than specified in item c) above)

In the event that Motorola will perform an audit in accordance with Article 1.3.iii, such audit shall be performed on the basis of the entire project scope, including projected or forecasted cost (and revenues) to come.

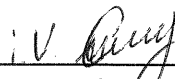
Projected or estimated cost to come shall be estimated in accordance with the provisions of the standardized Project Management Methodology "PMBOK", be in line with the market and be based on the following principles:

- Actual cost for similar work performed
- Budgeted cost based on 3rd party quotes and contracts or projections from other similar projects/works
- Expected changes in projected cost such as changes in inflation, currencies, duties, increased or decreased cost of labor/equipment in the relevant fields based on market trends and historic values

For and on behalf of
BASS SYSTEMS SRL


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