

Jeremy S. Sussman
THE LAW OFFICES OF JEREMY S. SUSSMAN
225 Broadway, Suite 3800
New York, New York 10007
(646) 322-8373
sussman@sussman-legal.com

Counsel for Nikoloas Koklonis

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re:)	
)	Chapter 11
Airfasttickets, Inc.,)	
)	Case No. 15-11951 (SHL)
Debtor.)	
_____	x	

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing on the annexed *Motion for Payment of Administrative Expense* (the “Motion”) will take place before the Hon. Sean H. Lane, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green New York, NY 10004-1408 (the “Bankruptcy Court”) on **February 15, 2017 at 3 p.m.** (New York Time) or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must be made in writing and filed with the Clerk of the Bankruptcy Court, with copy delivered to (i) Hon. Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green New York, NY 10004-1408; (ii) Office of the United States Trustee, SDNY, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014; and (iii) Jeremy S. Sussman, 225 Broadway, Suite 3800, New York, NY 10007, in all cases so as to be received no later than on **February 8, 2017 at 4 p.m.** (New York Time) (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no objections are filed by the
Objection Deadline, the Court may enter an order approving the Motion without a hearing.

Dated: New York, NY
December 2, 2016

THE LAW OFFICES OF JEREMY S. SUSSMAN

By: /s/ Jeremy S. Sussman
Jeremy S. Sussman
225 Broadway, Suite 3800
New York, New York 10007
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<i>Debtor.</i>)	
_____	x	

MOTION FOR PAYMENT OF ADMINISTRATIVE EXPENSE

Nikolaos Koklonis (“Mr. Koklonis”), a creditor and equity interest holder in the above-captioned bankruptcy case (the “Bankruptcy Case”) of Airfasttickets, Inc. (the “Debtor”), by and through his undersigned counsel, hereby files this motion for allowance and payment of an administrative expense claim and/or distribution of property of Mr. Koklonis being held by the Debtor (the “Motion”), and in support thereof, respectfully submits the *Declaration of Nikolaos Koklonis* attached hereto as **Exhibit 1** (the “Declaration”), and in further support thereof, respectfully represents as follows:

PRELIMINARY STATEMENT

1. On November 24, 216, this Court entered an order (docket no. 65, the “Sale Order”) authorizing the Debtor to sell a bundle of assets (collectively, the “Sale Property”) listed on Exhibit A to the *Purchase and Sale Agreement* annexed to the Debtor’s sale motion (docket no. 27, the “Sale Motion”) to AirTourist, Inc. (the “Buyer”) for \$2,500,000 (the “Sale Proceeds”). The Sale Order provides that the Sale Property was sold to the Buyer free and clear of (among other things) any interests in the Sale Property, and that such interests attached to the Sale Proceeds.

2. The Sale Property included, among other things, certain intellectual property assets used by the Debtor in the course of its business (including a domain name and website and related source codes, as defined below, the “Intellectual Property Assets”), certain business assets of the Debtor (including servers, hardware, documents, and business information, as defined below, the “Business Assets”), and the Debtor’s causes of action against two insiders and a former employee of the Debtor who, on information and belief, now work for or are associated with the Buyer (as defined below, the “Causes of Action”).

3. Mr. Koklonis submits the Intellectual Property Assets sold by the Debtor belonged to Mr. Koklonis, and that, pursuant to the Sale Order, his interests in the Intellectual Property Assets now attach to the Sale Proceeds. By this Motion, Mr. Koklonis seeks allowance and payment of his interests in the Sale Proceeds.

4. While the Debtor’s sale motion does not include a valuation of the Causes of Action or indicate what percentage of the Sale Proceeds are attributable to release of those Causes of Action, the Intellectual Property Assets, or the Business Assets, Mr. Koklonis believes, based on his experience as the Debtor’s founder and former CEO, that at least eighty

percent of the Sale Proceeds are attributable to the Intellectual Property Assets, while the remaining twenty percent of the Sale Proceeds are attributable to the Causes of Action and Business Assets. Accordingly, Mr. Koklonis respectfully submits that he is entitled to payment of an administrative claim or turnover of the Sale Proceeds in the amount \$2,000,000.00, or such other percentage of the Sale Proceeds as the Court determines is attributable to Mr. Koklonis's interests in the Sale Property.

JURISDICTION, VENUE, STATUTORY BASIS

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory bases for the relief requested herein are sections 503 and 105(a) of the Bankruptcy Code.

BACKGROUND

A. Domain, Website, Formation of Debtor, License of IP

7. In 2009, Mr. Koklonis acquired the domain name airfasttickets.com (the "Domain").

8. Attached as **Exhibit A** to the Declaration is a screenshot taken as of the date hereof of the website of the Internet Corporation for Assigned Names and Numbers ("ICANN"), which lists registration information with respect to the Domain.

9. As demonstrated by **Exhibit A** to the Declaration, Mr. Koklonis is the owner, registrant, administrative contact, and tech consultant with respect to the Domain.

10. In 2009, Mr. Koklonis began developing the website located at the Domain (the "Website"), including the design, logos and other components of the Air Fast Tickets brand.

11. In 2011, Mr. Koklonis formed the Debtor as a Delaware Corporation. Mr.

Koklonis held 90% of the stock of the Debtor, and his sister, Eleni Vareli, held the other 10%.

12. While Mr. Koklonis permitted the Debtor to use the Domain, Website, and associated intellectual property, including the source code with respect to the operation of the Website and its booking platform (the “Source Code”) and the trademarks and copyrights associated with the Domain and Website (the “IP Rights” and together with the Domain, Website, Source Code, and IP Rights, the “Intellectual Property”), he never assigned or transferred the Intellectual Property Assets to the Debtor.

13. On August 30, 2013, Mr. Koklonis entered-into a formal intellectual property license agreement with the Debtor (the “License Agreement”) pursuant to which Mr. Koklonis granted the Debtor a license with respect to the Intellectual Property.

14. Attached as **Exhibit B** to the Declaration is a copy of the License Agreement.

15. Under the License Agreement, among other things, Mr. Koklonis granted the Debtor a non-exclusive, revocable, non-assignable right to use and upload the Source Code onto the Debtor’s servers, and a non-exclusive, revocable, non-assignable right to use, reproduce, transmit and publicly display the Source Code on the Domain.

B. Sale Order and Sale Property

16. On November 24, 2016, this Court entered the Sale Order authorizing the Debtor to sell the Sale Property to the Buyer for \$2,500,000.00.

17. The Sale Order provides that the Sale Property was sold to the Buyer free and clear of (among other things) any interests in the Sale Property, and that such interests attached to the Sale Proceeds.

18. The Sale Property included, among other things:
 - a. the Intellectual Property Assets;
 - b. email accounts hosted by Microsoft, Apple app accounts, servers and computers, office equipment, company documents, and customer and vendor contact lists and information (the “Business Assets”); and
 - c. the Debtor’s claims and rights against Jason Chen as former co-CEO and a director, Lisa Chen as a former director, and Sevkett Seyalioglu as former Head of IT and Chief Technology Officer (the “Causes of Action”).

2. Relative Values of Components of Sale Property

19. The Debtor’s Sale Motion does not include any valuation of the Causes of Action or indicate what percentage of the Sale Proceeds are attributable to release of those Causes of Action, or the relative values attributable to the Intellectual Property Assets or the Business Assets. Based on his knowledge and experience as the Debtor’s founder and former Chief Executive Officer, however, Mr. Koklonis believes that the relative values of the components of the Sale Property are as follows:

- a. 80% Intellectual Property Assets (\$2,000,000);
- b. 2% Business Assets (\$50,000); and
- c. 18% Causes of Action (\$450,000).

Accordingly, Mr. Koklonis believes that his ownership interests attach to at least \$2,000,000 of the Sale Proceeds.

BASES FOR RELIEF

20. Pursuant to section 503(a) of the Bankruptcy Code, an “entity may timely file a request for payment of an administrative expense.” 11 U.S.C. § 503(a). Section 503(b) of the Bankruptcy Code provides that, after notice and a hearing on such a request, “there shall be allowed administrative expenses” including, among other allowable administrative claims, “the actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. § 503(b). Section 105(a) of the Bankruptcy Code provides that: “The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.” 11 U.S.C. 105(a).

21. The Sale Order allowed the Sale Property to be sold free and clear of “any and all liabilities, liens, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), interests and encumbrances against the Property” but provides that “such liabilities, liens, claims, interests and encumbrances, if any, to attach to the proceeds of the Sale with the same force, effect, and priority as such liabilities, liens, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), interests and encumbrances have on the Property.” Sale Order, ¶ 10. Accordingly, to the extent Mr. Koklonis held ownership, intellectual property or other interests in the Property, those interests now attached to the Sale Proceeds.

22. Mr. Koklonis respectfully submits that, pursuant to sections 503 and 105(a) of the Bankruptcy Code, he is entitled to allowance and payment of an administrative expense

claim and/or distribution of the Sale Proceeds, in the amount of at least \$2,000,000.00, on account of his interests in the Sale Property which generated the Sale Proceeds, or such other percentage of the Sale Proceeds as the Court determines is attributable to Mr. Koklonis's interests in the Sale Property.

NOTICE

23. Notice of the Motion shall be provided to (i) counsel to the Debtor, (ii) the United States Trustee, and (iii) parties who have filed notices of appearance in the Bankruptcy Case. Mr. Koklonis respectfully submits that such notice is reasonable under the circumstance, and no further notice is required.

NO PRIOR REQUEST

24. No prior request for the relief sought herein has been made by Claimant to this Court or any other court.

WHEREFORE, Mr. Koklonis respectfully requests that the Court enter an order (i) allowing and directing payment of an administrative expense, or distribution of Sale Proceeds, to Mr. Koklonis in the amount of at least \$2,000,000.00, and (ii) granting Mr. Koklonis such other relief as is just.

Dated: New York, New York
December 2, 2016

THE LAW OFFICES OF JEREMY S. SUSSMAN

/s/ Jeremy S. Sussman
Jeremy S. Sussman
225 Broadway, Suite 3800
New York, New York 10007
(646) 322-8373
sussman@sussman-legal.com

Counsel for Nikoloas Koklonis

Exhibit 1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re:)	
)	Chapter 11
Airfasttickets, Inc.,)	
)	Case No. 15-11951 (SHL)
<i>Debtor.</i>)	
_____	x	

DECLARATION OF NIKOLAOS KOKLONIS

Nikolaos Koklonis ("Mr. Koklonis") hereby declares and states as follows:

1. I am a creditor and equity security holder in the above-captioned chapter bankruptcy case (the "Bankruptcy Case") of Airfasttickets, Inc. (the "Debtor").
2. I hereby respectfully submit this declaration (the "Declaration") in support of my *Motion for Payment of Administrative Expense* (the "Motion").
3. In 2009, I acquired the domain name airfasttickets.com (the "Domain").
4. Attached hereto as **Exhibit A** is true and correct copy of a screenshot taken as of the date hereof of website of the Internet Corporation for Assigned Names and Numbers ("ICANN"), which lists registration information with respect to the Domain.
5. I continue to be the owner, registrant, administrative contact, and tech consultant with respect to the Domain.
6. In 2009, I began developing the website located at the Domain (the "Website"), including the design, logos and other components of the Air Fast Tickets brand.
7. On December 9, 2011, I formed the Debtor as a Delaware Corporation. I held 90% of the stock of the Debtor, and my sister, Eleni Vareli, held the other 10%.
8. While I permitted the Debtor to use the Domain, Website, and associated intellectual property, including the source code with respect to the operation of the Website

and the software program named AFT Booking Platform (the “Source Code”) and the trademarks and copyrights associated with the Domain and Website (the “IP Rights” and together with the Domain, Website, Source Code, and IP Rights, the “Intellectual Property Assets”), I never assigned or transferred the Intellectual Property Assets to the Debtor.

9. On August 30, 2013, I entered into a formal intellectual property license agreement with the Debtor (the “License Agreement”) pursuant to which I granted the Debtors a license with respect to the Intellectual Property Assets. Attached hereto as **Exhibit B** is a true and correct copy of the License Agreement.

10. Under the License Agreement, among other things, I granted the Debtor a non-exclusive, revocable, non-assignable right to use and upload the Source Code onto the Debtor’s servers, and a non-exclusive, revocable, non-assignable right to use, reproduce, transmit and publicly display the Source Code on the Domain.

11. On information and belief, on or about November 24, 2016, the Debtor sold a bundle of assets (collectively, the “Sale Property”) to AirTourist, Inc. (the “Buyer”) for \$2,500,000.00 (the “Sale Proceeds”).

12. On information and belief, the sale Property included, among other things:

- a. the Intellectual Property Assets;
- b. email accounts hosted by Microsoft, Apple app accounts, servers and computers, office equipment, company documents, and customer and vendor contact lists and information (the “Business Assets”); and
- c. the Debtor’s claims against Jason Chen as former co-CEO and a director, Lisa Chen as a former director, and Sevkett Seyalioglu as former Head of IT and Chief Technology Officer (the “Causes of

Action”).

13. Based on my knowledge and experience of the Debtor’s founder and former Chief Executive Officer, I believe that the relative values of the components of the Sale Property are as follows: 80% Intellectual Property Assets (\$2,000,000); 2% Business Assets (\$50,000); and 18% Causes of Action (\$450,000).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 2, 2016.

By: 
Nikolaos Koklonis

Exhibit A



ICANN WHOIS



Airfasttickets.com

Lookup

Showing results for: AIRFASTTICKETS.COM

Original Query: Airfasttickets.com

Contact Information

Registrant Contact

Name: NIKOLAOS KOKLONIS

Organization: NIKOLAOS KOKLONIS

Mailing Address: 4-6, Ioanni Manou, Attika Piraeus 18539 GR

Phone: +30.6949111864

Ext:

Fax:

Fax Ext:

Email:nkoklonis@me.com

Admin Contact

Name: NIKOLAOS KOKLONIS

Organization: NIKOLAOS KOKLONIS

Mailing Address: 4-6, Ioanni Manou, Attika Piraeus 18539 GR

Phone: +30.6949111864

Ext:

Fax:

Fax Ext:

Email:nkoklonis@me.com

Tech Contact

Name: NIKOLAOS KOKLONIS

Organization: NIKOLAOS KOKLONIS

Mailing Address: 4-6, Ioanni Manou, Attika Piraeus 18539 GR

Phone: +30.6949111864

Ext:

Fax:

Fax Ext:

Email:nkoklonis@me.com

Registrar

WHOIS Server: whois.papaki.gr

URL: <http://www.papaki.gr>

Registrar: Papaki Ltd

IANA ID: 1727

Abuse Contact Email:abuse@papaki.gr

Abuse Contact Phone: +30.2810229000

Status

Domain Status:clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>

Domain Status:clientUpdateProhibited <https://icann.org/epp#clientUpdateProhibited>

Important Dates

Updated Date: 2016-10-07

Created Date: 2009-11-25

Registration Expiration Date: 2017-11-25

Name Servers

NS-92.AWSDNS-11.COM

NS-958.AWSDNS-55.NET

NS-1971.AWSDNS-54.CO.UK

NS-1506.AWSDNS-60.ORG

Raw WHOIS Record

Domain Name: AIRFASTTICKETS.COM
Domain ID: 1576916497_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.papaki.gr
Registrar URL: http://www.papaki.gr
Updated Date: 2016-10-07T14:51:27Z
Creation Date: 2009-11-25T12:36:59Z
Registrar Registration Expiration Date: 2017-11-25T12:36:59Z
Registrar: Papaki Ltd
Registrar IANA ID: 1727
Registrar Abuse Contact Email: abuse@papaki.gr
Registrar Abuse Contact Phone: +30.2810229000
Reseller: Papaki Ltd
Domain Status: clientTransferProhibited
<https://icann.org/epp#clientTransferProhibited>
Domain Status: clientUpdateProhibited
<https://icann.org/epp#clientUpdateProhibited>
Registry Registrant ID:
Registrant Name: NIKOLAOS KOKLONIS
Registrant Organization: NIKOLAOS KOKLONIS
Registrant Street: 4-6, Ioanni Manou
Registrant City: Attika
Registrant State/Province: Piraeus
Registrant Postal Code: 18539
Registrant Country: GR
Registrant Phone: +30.6949111864
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: nkoklonis@me.com
Registry Admin ID:
Admin Name: NIKOLAOS KOKLONIS
Admin Organization: NIKOLAOS KOKLONIS
Admin Street: 4-6, Ioanni Manou
Admin City: Attika
Admin State/Province: Piraeus
Admin Postal Code: 18539
Admin Country: GR
Admin Phone: +30.6949111864
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: nkoklonis@me.com
Registry Tech ID:
Tech Name: NIKOLAOS KOKLONIS
Tech Organization: NIKOLAOS KOKLONIS
Tech Street: 4-6, Ioanni Manou

Tech City: Attika
Tech State/Province: Piraeus
Tech Postal Code: 18539
Tech Country: GR
Tech Phone: +30.6949111864
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: nkoklonis@me.com
Name Server: NS-92.AWSDNS-11.COM
Name Server: NS-958.AWSDNS-55.NET
Name Server: NS-1971.AWSDNS-54.CO.UK
Name Server: NS-1506.AWSDNS-60.ORG
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2016-10-07T14:51:27Z <<<

"For more information on Whois status codes, please visit
<https://icann.org/epp>"

Registration Service Provider:
Papaki Ltd, info@papaki.gr
+30.2810229000
This company may be contacted for domain login/passwords,
DNS/Nameserver changes, and general domain support questions.

Submit a Complaint for WHOIS

[WHOIS Inaccuracy Complaint Form](#)

[WHOIS Service Complaint Form](#)

[WHOIS Compliance FAQs](#)

NOTICE, DISCLAIMERS AND TERMS OF USE:

All results shown are captured from registries and/or registrars and are framed in real-time. ICANN does not generate, collect, retain or store the results shown other than for the transitory duration necessary to show these results in response to real-time queries.* These results are shown for the sole purpose of assisting you in obtaining information about domain name registration records and for no other purpose. You agree to use this data only for lawful purposes and further agree not to use this data (i) to allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising, or (ii) to enable high volume, automated, electronic processes to collect or compile this data for any purpose, including without limitation mining this data for your own personal or commercial purposes. ICANN reserves the right to restrict or terminate your access to the data if you fail to abide by these terms of use. ICANN reserves the right to modify these terms at any time. By submitting a query, you agree to abide by these terms.

Exhibit B

THIS CONTRACT is made between:

1. **Nikolaos Koklonis**, I. Manou 4-6, Piraeus, Greece, (the 'Licensor')
and
2. **Airfasttickets, Inc.**, 875 Third Ave., New York, USA (the 'Licensee')

RECITALS

- A. The Licensor is proprietor of and beneficiary to the copyright and all other intellectual property rights throughout the world in the software program under the name "AFT Booking Platform" at the state it currently is and with all its future upgrades (the 'Program') and the domain airfasttickets.com (the 'Domain').
- B. The Licensor wishes to license the Program and the Domain to the Licensee in the territory of the U.S.A. (the 'Territory').
- C. This contract sets out the terms and conditions on which the Licensor grants the Licensee the non-exclusive, revocable, non-assignable right to use the Program and the Domain in the Territory for the royalties determined below. Any Schedules to this contract form an integral part thereof.

DEFINITIONS

In this contract:

'Business day' means a day on which the banks are open for normal banking business in Greece, excluding Saturday, Sunday and public holidays.

'Term' means the period during which the Program and the Domain is licensed to the Licensee.

'Intellectual Property Rights' means all copyrights, design rights, codes, trademarks, service marks, trade secrets, know – how, database rights, patents and any other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world.

The headings in the contract do not affect its interpretation.

THE PARTIES AGREE as follows:

1. GRANT OF RIGHTS:

Subject to the terms of this contract, the Licensor grants the Licensee the non-exclusive, revocable, non-assignable right to use and upload the Program onto the Licensee's server. The Licensor also grants the Licensee the non-exclusive, revocable, non-assignable right to use, reproduce, transmit and publicly display the Program on the Domain www.airfasttickets.com. The grant of rights is conditional to the royalties determined at clause 4 below.

The Licensee shall not:

- a) Edit, modify, use, copy, transmit, display or redistribute the Program or the Domain in any way except as permitted by this contract or upon the written approval of the Licensor.
- b) Remove or modify any copyright or trademark notice from the Program or copies of the Program (as permitted).
- c) Use the Program or the Domain in any manner that causes harm to the reputation and goodwill of the Program or the Domain.
- d) Retain copies of the Program after termination of this contract.
- e) Try to enforce any usage or other intellectual property rights or rights of any nature whatsoever on the Program or the Domain after termination of this contract.

The Licensee, its officers, directors and employees, shall use the Program or the Domain solely for the fulfilment of this contract and not in a systematic manner so as to create a database for their own use.

The Licensee shall not use the Program or the Domain on any manner that is illegal or discriminatory in any way (including race, gender, religion, nationality, disability, sexual orientation or age).

The Licensee acknowledges that the Licensor may need to withdraw and/or update certain parts of the Program and accordingly the Licensee will, on receipt of a notice by the Licensor, immediately remove and/or apply the updates to the Program as described in the Licensor's notice. In the event the Licensee does not implement the Licensor's instructions, the Licensee agrees to indemnify the Licensor against any claims, costs and expenses that the Licensor may suffer.

2. TERM:

The Term begins on the date of signature of this contract and continues indefinitely unless otherwise terminated in accordance with clause 8.

3. DELIVERY OF THE DOMAIN AND THE PROGRAM

The Licensor will supply the credentials to the Program and the Domain to the Licensee through a secure technical platform of the Licensor's choice. The Licensor will not be responsible for the compatibility of the Program or the Domain in the Territory and the Licensor will not be responsible for viruses.

4. PAYMENTS

The Licensee agrees to pay to the Licensor the license fee of 3% of the total turnover of the Licensee per year. Upon expiry or termination of this contract, the license fees will be calculated pro rata.

5. INTELLECTUAL PROPERTY RIGHTS

The Licensor shall retain all intellectual property rights and all other right, title and interest in and to the Program and the Domain worldwide. Upon the termination of this contract the Licensee shall forthwith discontinue any use without any right of compensation for such discontinuation.

The Licensee agrees that it will use the Program and the Domain in a professional manner, in good faith and shall not engage in any act that will harm the reputation and the goodwill of the Domain and the Program. The Licensee will notify the Licensor of any circumstances Licensee has knowledge of any unauthorized use or copying of the Program or the Domain by any third person or entity not authorized to do so. The Licensee may take, at Licensor's discretion, the necessary legal action to prevent or stop the unauthorized use or copying of the Program or the Domain.

6. WARRANTIES AND LIMITATION OF LIABILITY

The Licensor warrants that it is entitled to enter into this contract and grant the Licensee the license to the Program and the Domain. The Licensor hereby excludes all warranties, conditions or other terms implied by statute, common law or otherwise to the fullest extent permitted by law.

The Licensor shall only be responsible for direct and proven losses suffered or incurred by the Licensee arising out of any liability of the Licensor to the Licensee. The Licensor shall not be responsible for any loss of revenue, loss of profit, loss of anticipated savings, loss of opportunity, loss of goodwill, and/or any other loss which happens as a consequence of any direct and proven losses suffered by the Licensee or for any other loss which could not be contemplated by the Licensor. In any case, the Licensor's total liability will not exceed the total amount of \$20,000.

7. TERMINATION

The Licensor or the Licensee may terminate this contract for convenience by giving the other a ninety (90) day written notice of termination.

8. ASSIGNMENT PROHIBITION

The license is personal to the Licensee who may not assign, transfer, sub-license or otherwise deal in its rights and/or obligations under this contract or purports to do so without the prior written consent of the Licensor, which it may grant or withhold in its absolute discretion.

9. FORCE MAJEURE

The Licensor shall not be liable to the Licensee for any delay or non-performance of its obligations under this contract arising from any cause or causes beyond its reasonable control.

10. MISCELLANEOUS

If any provision of this contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

Any amendment, waiver or variation of this contract shall not be binding on the Licensor and the Licensee unless set out in writing and signed by the parties.

This contract is governed and shall be construed by the laws of New York. The parties hereby irrevocably agree that the New York Courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract or any document to be entered into pursuant to this contract and accordingly any suit, action or proceeding in that regard may be brought in such courts.

BY SIGNING BELOW BOTH PARTIES AGREE TO THESE TERMS:

Nikolaos Koklonis

DATE: AUGUST 30, 2013

BY: 

FOR AIRFASTTICKETS, INC.

DATE: AUGUST 30, 2013

BY: 

NAME: ELENI VARELI

TITLE: COO