Common Components System

(CCS)

CCS-USER AGREEMENT

FOR

EX-CCG STAKEHOLDER NON-RNE MEMBER

RailNetEurope

and

Železničná spoločnosť Cargo Slovakia, a.s.

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This CCS-User Agreement for ex-CCG Stakeholder non-RNE member (**the "Agreement"**) is entered into between:

1.   RailNetEurope

Oelzeltgasse 3/8

1030 Vienna

Austria

(hereinafter **"RNE"**)

and

2.   Železničná spoločnosť Cargo Slovakia, a.s.

Corporate Identicication no.: 35 914 921

Drieňová 24

820 09 Bratislava

Slovakia

Registration: District Court Bratislava I, section: Sa, folder no.: 3496/B

(hereinafter **"CCS-User"**)

(RNE and the CCS User hereinafter each referred to as a "Party" and collectively the "Parties").

   RECITALS:

   WHEREAS, RNE as RNE owns the intellectual property rights on the Common Components and Documentation;

   WHEREAS, CCS User as ex-TAF TSI Common Components Group Stakeholder and non-RNE member is entitled to use the CCS on special conditions agreed upon in point 6.1 and point 7.1 of the TAF TSI Common Component Transfer and Assignment Agreement (hereinafter 'Transfer Agreement') signed on 15 December 2014 between UIC, RNE and the former TAF TSI Common Components Group (hereinafter 'CCG');

   WHEREAS, the Parties have agreed to enter into this Agreement.

   NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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ARTICLE 1: DEFINITIONS

Terms with initial capital letters shall have the meanings ascribed to them in this Article 1 or elsewhere in this Agreement:

1.1 `**Agreement**`: This Software License Agreement, together with all Annexes hereto (which Annexes are incorporated herein by reference) and any other documents which this Agreement or its Annexes incorporate by reference, as any of the foregoing may be amended or supplemented from time to time pursuant to the terms hereof or by written agreement of the parties.

1.2 `**CC**` or `**CCS**`: refers to both:
- The Common Interface (CI): to the software (including its documentation) allowing the interoperability of freight and passenger telematics together with any correction, update or upgrade which may be provided by RNE from time to time pursuant to its maintenance obligations;
- The Reference Files (CRD):
  - the *location reference file* which uniquely identifies physical rail points and
  - the *partner reference file* which uniquely identifies all rail actors who exchange information.

1.3 `**Documentation**`: The User reference manual, including specifications and instructions, to assist CCS-User in the installation and use of the CC.

1.4 `**Environment**`: The general operating environment, including but not limited to the particular hardware, software, operating system, on which the CC will be installed and with which it will be operated.

1.5 "**Site**": The geographical location(s) where the CC is used by CCS-User.

ARTICLE 2 – SUBJECT-MATTER

This Agreement defines the terms and conditions of the personal, non-exclusive, non-assignable and non-transferable license of the CC and Documentation granted to CCS-User for its business needs.

ARTICLE 3 – SCOPE OF THE LICENSE

3.1 Restriction on use[1]:

CCS-User is hereby granted a personal, non-exclusive, non-assignable and non-transferable license of the CC and Documentation which entitles him to reproduce the CC, permanently or temporarily, solely to charge, display, host and use the CC.

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[1] Please note that this article 3.1 shall be applied from 01.01.2018 onwards.

The Common Interface can be installed for the technical necessary amount of installations solely in Stakeholder's premises, sites and systems.

Any other use of the CC which is not expressly authorized by RNE hereunder or allowed pursuant to a provision of Austrian law that cannot be waived is prohibited.

Accordingly, but without limitation, CCS-User **shall not** do any of the following:

   (i) Reproduction. Reproduce, by whatever means, the CC or Documentation for other uses than the ones specified here before, or any part thereof, provided however:

   – That CCS-User may make back-up copies of the CC for security reasons. Such back-up copy shall only be used in the event of loss of or damage copy of the CC supplied to CCS-User. This copy must be kept in a locked place and must not be accessible by any non-User;

   – That CCS-User may make additional back-up copies of the CC to be pre-installed at disaster recovery Site(s), if any, to be used solely in the event of a disaster for as long as such disaster persists, provided that such back-up copy shall only be used in strict compliance with the terms and conditions of this Agreement.

   (ii) Distribution. Distribute or market the CC or Documentation to any non-User or allow any non-User to use or display the CC or Documentation, whether free of charge or not;

   (iii) Publication. Made the CC available to the public electronically or whatsoever means.

   (iv) Usage. Use the CC or Documentation, in any form whatsoever, so as to design, realize, distribute or market a similar or equivalent CC;

   (v) Availability. Make the CC or Documentation directly or indirectly available to a non-User, including by transfer, assignment, license, deposit or consulting service;

   (vi) Adaptation. Adapt, modify, transform or rearrange the Common Components or Documentation for any reason whatsoever, including for the purpose, among other things, of creating new software programs or derivative software programs;

   (vii) Integration. Integrate the CC or Documentation, in whole or in part, into another software program, in order to create a composite program;

   (viii) Translation and Modification. Transcribe or translate the CC or Documentation, directly or indirectly, into other languages or modify even partially the CC or Documentation in order to, without limitation, use the CC or Documentation on any other type of hardware; and

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        (ix)   <u>Reverse engineering</u>. Disassemble, reverse engineer, decompile, decode or attempt to decode the CC, or allow the CC to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the CC.

3.2   **Facility management:** Service provider shall have access to and run the CC and use the Documentation only as strictly necessary to allow it to perform its duties in accordance with its agreement with CCS-User. In no event shall service provider be authorized to make any other use of the CC or Documentation.

       In order to ensure compliance with these terms, service provider shall enter into a letter agreement in the form attached hereto in Annex 1.

3.3   **Proprietary and Copyright Notices:** CCS-User shall maintain in good order the proprietary and copyright notices, which are printed on or encoded in the components of the CC and Documentation.

ARTICLE 4 – DELIVERY/INSTALLATION

4.1   **Delivery of the Software Program:**

4.1.1 <u>Delivery</u>. Within 30 days from the date of signature of this Agreement by both Parties, RNE shall make available to CCS-User the CC and Documentation by download from a dedicated server.

4.1.2 <u>Form</u>. The Software Program will be delivered in machine-readable object code only.

4.1.3 <u>Updates.</u> From time to time, RNE may make available to CCS-User a new version of the CC.

4.1.4 Only the current and previous versions will be maintained by the RNE.

4.2   **Installation, Environment and Site(s):**

4.2.1   <u>Installation</u>. The installation of the CC shall be carried out by CCS-User under its sole responsibility provided that RNE may in its reasonable discretion, agree to provide certain technical assistance as may be reasonably requested by CCS-User. CCS-User undertakes to install the CC only on servers located at the Sites set forth in Annex 2.

4.2.2   <u>Environment</u>. The right to use the CC is limited to its use in the Environment described in Annex 3. CCS-User shall bear all responsibility and cost associated with maintaining the Environment, including but not limited to the costs associated with changes in the Environment that may be required in order to install an update, if any, of the CC.

4.2.3   <u>Sites</u>. The right to use the CC is limited to its use at the Site(s) described in Annex 2.

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4.2.4   Replacement Site. The right to use may be extended, free of charge, to a replacement site for each one of the Sites described in Annex 2. It is agreed that the CCS-User shall be solely responsible for installing the CC at the replacement site and shall bear all costs associated therewith.

4.3   **Suitability of the CC.** CCS-User expressly acknowledges having received from RNE all information necessary for it to assess the suitability and adequacy of the CC for its needs, and undertakes to take all appropriate precautions in the installation and use of the CC.

ARTICLE 5 – SERVICE and MAINTENANCE

5.1 Service content

RNE will provide corrective maintenance and evaluative maintenance service by its own or its service provider.

Additional operation service will be provided.
- Service Desk for users (functional and technical administrators).
  - Help Desk
  - Remote support for installation
  - Operation support
- Incident Desk
  - Single point of contact for incident and production defects/bugs.
  - Incident tool(s) to report incidents or production defects/bugs accessible via the internet.
  - Remote support including access to the systems that has to be supported
- Access to Software patches if necessary for critical errors
- Access to new releases (evolutions)

Hardware and software of the CCS-User is out of the scope of maintenance. RNE is not responsible for the internet and the customers LAN and hence all the delays and problems that face within the network used by the CCS-User.

The following services are excluded from the scope of maintenance:

-   provision of services in relation to the correction of bugs caused by improper use of the CC by CCS-User or by modifications made to the CC, without the approval of RNE;
-   data reconstruction;
-   save of data;
-   provision of services resulting from the absence of compliance with of specifications, procedures, safety measures, miscellaneous advice, as laid down in the documentation of the CC;
-   interventions on CCS-User's site.

5.2 Service time

5.2.1 Service Desk
User can receive support on installation and operations services from Help Desk
available on Monday- Friday   9:00 to 17:00 CET
On public holidays   9:00 to 13:00 CET except on statutory holidays in Austria and Germany.

5.2.2 Incident Desk
This Incident Desk is available 24hours/7 days a week. It can be called in case of incidents
blocking a systems operation caused by the Common Interface software.

5.3.3 Access details
Access details of service desk, incident desk and ticket tool will be provided on registration.

ARTICLE 6 – FEES

6.1   Fees

The price due to RNE by CCS-User in consideration of the license of the CCSs and
Documentation shall be:

6.1.1   Free of charge use of the CCS and no contribution to the operation and maintenance of
the CCS for three years from 2015 to 2017;

6.1.2   Limited fee for the CCS usage for four years from 2018 to 2021 to the current amount of
CI   € per year and CRD   €[2] per year, unless agreed differently at majority of 2/3 of
the Common Components Change Control Board (CC CCB);

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[2] This fee shall not be applied for ex-CCG stakeholders' non-RNE members which are Infrastructure
Managers (IMs).

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6.2 Invoicing and Payment:

6.2.1 <u>Invoices</u>. All amounts indicated in this Agreement shall be payable in Euros within 60 days upon issuance of the invoice.

6.3 Taxes: All taxes, charges, and expenses of whatever nature, whether national, local, regional or otherwise, arising in connection with this Agreement shall be borne by CCS-User.

6.4 Invoicing details: All payments to RNE shall be made to the following bank account:

Account holder:	███████████
Name of bank:	███████████
BIC code:	███████████
IBAN code:	███████████

CCS-User details for invoices:

Invoicing address	████████
Contact person including E-mail address and phone number	████████
VAT Identification number of the company	████████

ARTICLE 7 – INFRINGEMENT

7.1 Obligations of CCS-User. In the event that one or more copyright infringement claims are brought (or are threatened to be brought) against CCS-User by one or more third parties by reason of CCS-User's use of the CC (except the Third Party Programs), each of the Parties agrees as follows:

(i) CCS-User shall immediately inform RNE in writing of the existence of each such claim or threatened claim;

(ii) CCS-User shall give full power and authority to RNE to conduct any negotiation and control the defense of any action regarding any such claim(s), including, without limitation, the choice of an attorney (the costs and expenses of such attorney shall be borne by RNE, provided that CCS-User shall pay the costs and expenses of its own separate counsel, if any). CCS-User further agrees to provide RNE with all necessary assistance and information;

(iii) CCS-User shall not settle any such claim action, lawsuit or proceeding without RNE's prior written consent;

    (iv)   CCS-User shall not make any admission, and shall not take or fail to take any action that would prejudice the defense of any such claim, action, lawsuit or proceeding; and

    (v)   CCS-User shall take all reasonable actions to mitigate any loss or liability with respect to any such claim, action, lawsuit or proceeding.

7.2   Rights of CCS-User:
    (i)   to be a CC CCB member;
    (ii)   to leave at any time the CC CCB without condition and to remain nevertheless a CCS-User;
    (iii)   to use the CCS as given in Annex 4 of this Agreement based on Article 5 of the former CCG co-ownership Agreement until the end of 2017; Article 3.1 of this Agreement shall be applied from 2018 onwards.

    (iv)   unique location coding on CRD for TAF/TAP IM-RU Communication, as long as there is no different legal situation;

7.3 Obligations of RNE. If damages are awarded against CCS-User by a final and enforceable court decision regarding any such claim, RNE agrees to reimburse CCS-User only for direct damages to the limit of the yearly rate of the recurring fee paid by CCS-User according 6.1.2, if any, subject to the following conditions and limitations:

    (i)   CCS-User must have fully complied with its obligations as described in Articles 4.2.2 and Article 7.1;

    (ii)   The court decision must be final and enforceable and solely predicated upon one or more copyright infringement claims relating to the CC alone used in accordance with this Agreement; and

    (iii)   In no event, shall RNE be required to reimburse CCS-User for all such claims brought by all such third parties an amount in excess of the license fees paid by CCS-User under this Agreement for the use of the CC.

    (iv)   Under no circumstances shall RNE be liable for any non-direct damages in connection with this article, in particular any indirect, incidental, consequential or other damages of any kind or character, including without limitation, damages for loss of use, loss of revenues or profits, loss of goodwill, work stoppage, computer failure or malfunction, loss of data, damage to its reputation, and any and all other commercial damages or losses, and CCS-User hereby waives any rights it may have to claim any such damages.

7.4 Infringement Remedy: If the CC are held to constitute a copyright infringement and their use is enjoined pursuant to a court decision or settlement, or if RNE determines that the CC are likely to become the subject of a copyright infringement claim, RNE shall at its own expense (but to the exclusion of court and legal fees and expenses incurred by the CCS-User for separate legal counsel, if any) and in its sole discretion take one (1) of the following actions:

        (i)   Obtain the right for CCS-User to keep using the CC

        (ii)   Supply to CCS-User functionally equivalent, non-infringing CC;

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(iii)   Modify the CC to such extent that it becomes non-infringing; or

(iv)   Terminate this Agreement.

ARTICLE 8 – ACCESS TO THE SOURCE CODE

CCS-User shall be entitled to have access to the source code of the CC in the event that RNE ceases to maintain or have someone maintain the CC. This right is maintained in accordance to Annex 4 of this Agreement until the end of 2017 and Article 3.1 of this Agreement from 2018 onwards.

ARTICLE 9 – CONFIDENTIALITY

9.1   Mutual Undertakings

9.1.1   Confidential Information. Each Party undertakes to treat as confidential, and to cause its Users, employees, agents and subcontractors to treat as confidential, any and all information which may come into its own possession or into the possession of any of its Users, employees, agents or subcontractors as a result of or in connection with this Agreement or the Maintenance Agreement, if any ("Confidential Information"). Confidential Information includes, without limitation, the CC, Documentation, and all software, codes, specifications, drawings, documents, data, and other information provided by RNE or CCS-User.

9.1.2   Standard of Care. In protecting such Confidential Information, each Party shall employ a reasonable standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.

9.1.3   Restriction on Disclosure. Except with the prior written consent of the Party from which it is received, neither Party will disclose such Confidential Information or any part thereof to any third Party other than its own Users, employees, agents or subcontractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Agreement; in which case, the disclosing Party will take all reasonable steps to ensure that such Confidential Information is treated as confidential by the person to whom it is disclosed, including requiring such person where appropriate to enter into a confidentiality agreement with the disclosing Party in terms similar to those set forth in this article.

9.2   Exclusions: The provisions of Article 9.1 shall not apply to any information that:

(i)   is in or enters the public domain other than by breach of this article;

(ii)   is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

(iii)   is obtained from a third party who is lawfully authorized to disclose such information;

(iv)   is authorized for release by the written consent of the disclosing Party; or

(v)   the receiving Party is required to disclose pursuant to a valid court order or a

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valid administrative or arbitration decision or applicable local law, provided that written notice is given to RNE prior to such disclosure to allow RNE to contest or limit such disclosure, as appropriate.

9.3 Survival: The confidentiality provisions set forth in this article shall remain valid during the term of this agreement and for a period of 3 years after the expiration or termination thereof.

ARTICLE 10 – TERM AND TERMINATION

10.1 Term: The Term of this Agreement with regard to CCS-User's Right to Use the CC and Documentation shall begin upon signature of the Agreement by both Parties for a 1 year period.

The Agreement will be renewed automatically for 1-year periods, unless one of the Parties informs the other Party, by registered mail with recorded delivery, of its wish to terminate said Agreement at least 3 months prior to the renewal date of the Agreement.

10.2 Breach by a Party: In the event of a breach by one of the Parties respectively of any of its material obligations under this Agreement, which breach is not cured within thirty (30) days from the date of notification from the other Party by registered letter, return receipt requested, of the nature of such breach, then the other Party shall be entitled to terminate this Agreement rightfully, without prejudice to any damages to which the other Party may be entitled.

10.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, CCS-User shall:

   (a) immediately cease to use the CC and Documentation;

   (b) where applicable, destruct or return to RNE the CC together with all copies of the related Documentation, back-up copies and all other documentation, memoranda or other material concerning the CC that is in CCS-User's possession; and

   (c) not retain any copy of the CC and Documentation, in whatever form, and shall expunge the CC and Documentation from all of its computers on which it may have been installed. The expiration or termination of this Agreement shall not affect any of the accrued rights or liabilities of either of the parties.

ARTICLE 11 – LIABILITY

11.1 Reasonable Efforts: It is expressly agreed that RNE shall be held to a reasonable efforts standard in the performance of any and all its obligations laid down in this Agreement.

11.2 Waiver of Certain Damages: In any event, CCS-User waives all rights to claim damages for any indirect damages, such as incidental, consequential or other damages of any kind or character, including without limitation, damages for any loss of use, loss of revenues or profits, loss of goodwill, work stoppage, computer failure or malfunctions, loss of data, damage to its reputation, and any and all other commercial damages or losses.

11.3 Liability Cap: The Parties agree that RNE's liability shall be limited to a yearly rate of the recurring fee in article 6.1.2.

ARTICLE 12 – ASSIGNMENT OF THE AGREEMENT

12.1 **No Assignment by Parties:** No Party shall assign, transfer (in full or in part), charge or otherwise deal with any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Party or except as otherwise expressly provided in this Agreement.

12.2 **Right to Subcontract:** RNE may, at is option, subcontract to or otherwise arrange for, any third party to perform any part of this Agreement.

ARTICLE 13 – MISCELLANEOUS

13.1 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof.

13.2 **No Waiver of Rights:** Failure by either Party to act on the breach by the other Party of one or several of its obligations respectively under this shall not be deemed to be a waiver of any right hereunder.

13.3 **Interpretation:** Any reference herein to "including" is to be construed as a reference to "including, but not limited to". Article headings and the table of contents are for convenience only and do not form a part of, and shall not affect the construction of this. Whenever the context reasonably permits, any reference to gender or number includes a reference to the other gender or number. Any reference to a person includes a reference to that person's permitted successors, assigns and transferees.

13.4 **Severability:** The invalidity or enforceability of any one or more of the provisions of this Agreement does not invalidate or render unenforceable the remaining provisions of such Agreement. Any illegal or invalid provisions of this Agreement are severable and all other provisions remain in full force and effect. The Parties shall attempt to replace any such illegal or unenforceable provision with a provision that achieves to the greatest extent possible the commercial, economic and legal objectives of the Parties.

ARTICLE 14 – GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

14.1 **Governing Law:** This Agreement shall be governed by Austrian law.

14.2 **Dispute Resolution:** If a dispute, controversy, claim or disagreement arises out of or in connection with this Agreement, the Parties agree to first use all reasonable efforts to attempt to settle and resolve any such dispute, controversy, claim or disagreement amicably through meetings and negotiations between the parties' respective appropriate senior officials. Each of the Parties shall be represented by a senior official who shall have authority to settle the dispute, controversy, claim or disagreement. If the parties are unable to reach an amicable settlement or resolution of any such dispute, controversy, claim or disagreement, then the provisions of article 14.3 shall apply.

14.3 **Consent to Jurisdiction:** In the event a dispute arises in connection with this Agreement

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and settlement is not reached pursuant to article 14.2, the appropriate court in Vienna, Austria shall have exclusive jurisdiction.

IN WITNESS WHEREOF each of the Parties hereto have caused this Agreement to be executed in two original copies by its duly authorized officers or representatives, each Party receiving one copy thereof.

Vienna, _____   Bratislava, ___12.09.2018_____

Joachim Kroll   **Martin Vozár:**
Secretary General   General director and chairman of the board of
                                                                    directors
RailNetEurope   ZSSK CARGO

Harald Reisinger   **Miroslav Hopta**
CIO   Director of operation department and vice-
                                            chairman of the board of directors
RailNetEurope   ZSSK CARGO

Annex 1

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LETTER AGREEMENT FOR FACILITY MANAGER

> Železnice Slovenskej republiky
> Železničné telekomunikácie Bratislava, o.z.
> Kováčska 3
> *830 01 Bratislava*
> *Slovakia*
>
> Bratislava,   12.09.2018

Subject: Common Components Software

Dear Supplier,

As part of the services rendered to Železničná spoločnosť Cargo Slovakia, a.s. under Zmluva o poskytovaní služieb č. 12/2017/ŽT from 28.12.2017 (hereinafter "the Agreement"), when using, managing [and hosting] Common Components on a software in the field of telematic applications for freight subsystem of the trans-European conventional rail system (hereinafter "the CC"), for which we entered into a CCS-User agreement with RNE, we would like to emphasize that:

- You should use, manage [and host] the CC exclusively on behalf of CCS-User

- You acknowledge that neither this letter, nor performance hereunder, will give or be construed to convey any ownership interest in or rights to the intellectual property rights in the CC to you. All intellectual property rights that are owned or controlled by RNE will remain under our ownership or control of such party throughout the time the services under the Agreement are rendered and thereafter.

- You warrant the Commons components will be used solely for our benefit and only for the duration of the Agreement and not for your own needs. Besides, you are in no way authorized to either use or license the CC to any other third party in any way whatsoever.

- You acknowledge that any maintenance, corrective or else, adaptation or modification of the CC is outside the scope of the services you are to provide us under the Agreement.

Please return us two signed copy of this letter in order to allow us to comply with our legal obligations. One of these two copies will be sent to RNE for centralization.

Yours sincerely,

Pavella Petr – director   Vozár Martin - CEO

_____   _____
ŽSR – Železničné telekomunikácie   ZSSK CARGO
Bratislava, o.z.

                                                     Hopta Miroslav - COO

                                                     _____
                                                     ZSSK CARGO

Annex 2

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Site according to 1.5 and 4.2.1

Železničná spoločnosť Cargo Slovakia, a.s.
Drieňová 24
820 09 Bratislava
Slovakia

Bratislava , 12.09.2018

"**Site**": The geographical location(s) where the Common Components is used by CCS-User

No	Company	Location of CI Server (Address)
1.	Železničná spoločnosť Cargo Slovakia, a.s.	Kováčska 3, 830 01 Bratislava, Slovakia

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Annex 3

Environment according to 1.4 and 4.2.2

Železničná spoločnosť Cargo Slovakia, a.s.
Drieňová 24
820 09 Bratislava
Slovakia

Bratislava , 12.09.2018

"**Environment**": The general operating environment, including but not limited to the particular hardware, software, operating system, on which the Common Components will be installed and with which it will be operated.

	Environment	Type / Version
1	Hardware	
	• Processor (Type, Speed GHz)	vCPU 2,4Gh
	• Memory (GB)	8
	• Hard Disk (Volume)	50 GB
2	[Cluster]	
	• Type of cluster	
3	[Virtualisation] *	
	• Software	
4	Operation System	
	• Linux	X
	• Windows	W2012 R2 or Windows 2016

Optional environment is set in [brackets]

* only ESX-VM as industry standard is tested, other VM may work

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Annex 4 (Applicable until the end of 2017)

Ex-CCG Stakeholders Rights to use the CC

Scope of the right to use the CC

Until the end of 2017, each CCG ex-Stakeholder, excluding its subsidiaries, is entitled to access and use, free of any charge the Executable Code[3] of the CC worldwide, for its own business purposes exclusively. This right is non-transferable and non-assignable.

Ex-CCG Stakeholders are entitled to reproduce the CC, permanently or temporarily, to install, charge, display, host and use the CC.

The CC can be installed for an unlimited number or users and/or computers solely in ex-CCG Stakeholder premises, sites and systems provided it is not made available to third parties with the exception of facility managers as set forth below. They can also make back-up copies, in any number of copies they deem needed, for security reasons (i.e. in the event of loss of or damage copy of the CC supplied to Licensee) and/or to pre-install them at disaster recovery sites, if any.

Each ex-CCG Stakeholder is authorized to modify, correct or adapt the CI for its own business purposes but is not allowed to modify, correct or adapt the other elements of the CC.

Each ex-CCG stakeholder has the right to ask RNE by written request to obtain a copy of the Source Code[4] of the CI.

Should an ex-CCG Stakeholder wish to modify, correct, adapt or audit the CI, they will have to send a written request, by registered mail with return of receipt, to RNE to obtain a copy of the Source Code of the CI. In its request, the ex-CCG Stakeholders shall:
– provide information that it wants to audit or potentially modify, correct or adopt the Source Code;
– undertake to modify, adapt or correct the CI for their own internal or business needs only;
– acknowledge it will be in charge of the corrective and evaluative maintenance of the modified elements, it being recalled that the maintenance performed by the Contractor will be limited to the Standard CC[5];
– warrant the modifications will not impair interoperability where the modified CI is used in external communication;
– undertake, it shall be fully liable without any limitation if the modifications of the modified CI generate any damages or any malfunctioning to other ex-CCG Stakeholders or any third party;
– undertake, not to make available or commercialize in any way whatsoever, to third parties including to its subsidiaries the modified version of the CI or as part of the CC;

In the absence of such prior request containing all these elements, the Source Code will not be made available to the requesting ex-CCG Stakeholder. Any newer version of the Standard Common Components will then be made available automatically to the Stakeholders that have requested the Source Code of the Standard Common Components.

Any other use of the CC which is not expressly provided for herein is prohibited. Accordingly, but without limitation, ex-CCG Stakeholder shall not undertake any of the following:
(i) Distribution. Distribute or market the CC or its Documentation, in their current or future form, modified or not said ex-CCG Stakeholder to any [other ex-CCG Stakeholder or] non-ex-CCG Stakeholder or allow any non-ex-CCG Stakeholder to use or display the CC or its documentation,

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[3] "Executable Code" means the executable software version of the Common Components.
[4] "Source Code" means the source code of the Standard Common Components.
[5] "Standard Common Components" means the sole versions of the CC maintained by RNE and which are not modified by the ex-CCG Stakeholders for their own business purposes.

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whether free of charge or not;

(ii) Usage. Use the CC or its documentation, in any form whatsoever, so as to distribute or market the Standard CC or a modified version of the CC;

(iii) Availability. Make the CC or its documentation, whether in their Standard or modified form, directly or indirectly, available to a non-ex-CCG Stakeholder, including by transfer, assignment, license, deposit or consulting service;

(iv) Integration. Integrate the CC or its documentation, in whole or in part, into another software program, in order to create a composite program except where done for its own business needs.

Facility management

It is expressly recalled that the ex-CCG stakeholders are not allowed to make available the CC to third parties or to license the CC.

The rights granted herein allow the access and the use of all functionalities, on behalf of any Stakeholder, exclusively for the needs of said Stakeholder, by a third party facility manager, on the basis of a facilities management agreement or an outsourcing agreement concluded with the ex-CCG Stakeholder. The facility manager shall act only as necessary to allow it perform its duties in accordance with this Agreement.

In order to ensure compliance with these terms, facility manager shall enter into a letter agreement in the form attached hereto in Annex 1.