



**Common Components System
(CCS)**

COMMON INTERFACE TESTING AGREEMENT

RailNetEurope

and

**Železničná spoločnosť Slovensko, a.s.
(CI-Tester)**

This Common Interface (CI) Testing Agreement (**the "Agreement"**) is entered into between:

1. RailNetEurope

Oelzeltgasse 3/9

1030 Vienna

Austria

(hereinafter "**RNE**")

and

2. Železničná spoločnosť Slovensko, a.s.

Rožňavská 1

832 72 Bratislava 3

Slovakia

(hereinafter "**CI-Tester**")

(RNE and the CI-Tester hereinafter each referred to as a "Party" and collectively the "Parties").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The CI is a software allowing the interoperability of freight and passenger telematics owned, copy righted and maintained by RNE.
2. CI-Tester shall be entitled to have access to the CI for a maximum period of 3 months free of charge. In this regard a X509 certificate granted by RNE to the CI-Tester shall expire automatically after 3 months at the latest.
3. CI-Tester:
 - 3.1 shall test CI exclusively and solely for benefit of the potential CCS-User (IM, RU or other TAF TAP TSI actor) and only within the duration of this Agreement. Any other use of the CI is prohibited.
 - 3.2 shall have access to and run CI and use the Documentation only as strictly necessary to allow it to perform its duties towards the potential CCS-User.
 - 3.3 shall in no way authorized to either use or license the CI to any other third party in any way whatsoever.
 - 3.4 acknowledges that neither this Agreement, nor performance hereunder, will give or be construed to convey any ownership interest in or rights to the intellectual property rights in the CI. All intellectual property rights remain under RNE ownership throughout the term of this Agreement.

4. This Agreement shall not constitute any license agreement on CI.
5. The Term of this Agreement with regard to CI-Tester Right to use the CC and Documentation shall begin upon signature of the Agreement by both Parties.

The parties acknowledge that the Agreement will be published in the Central Register of Contracts of the Government Office of the Slovak Republic pursuant to section 47a of Act no. 40/1964 Coll. Civil Code and in accordance with the provisions of Act no. 211/2000 Coll. on Free Access to Information. The contract will enter into force the day after its publication in accordance with section 47 and Act no. 40/1964 Coll. Civil Code,

6. This Agreement shall be governed by the Austrian law.
7. Waiver of Certain Damages: In any event, CI-Tester waives all rights to claim damages for any direct or 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.
8. If a dispute 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 amicably through negotiations between the parties. If the parties are unable to reach an amicable settlement or resolution of any such dispute, then the provisions of article 6 shall apply.
9. In the event a dispute arises in connection with this Agreement and settlement is not reached pursuant to article 5, the appropriate court in Vienna, Austria shall have exclusive jurisdiction.

This Agreement shall be executed in two counterparts, one for each Party.

Vienna, _____

Bratislava, _____

Joachim Kroll
Secretary General
RailNetEurope

Ing. Roman Koreň
Chairman of the Board
Železničná spoločnosť Slovensko, a.s.

Harald Reisinger
CIO
RailNetEurope

Ing. Karol Martinček
Member of the Board
Železničná spoločnosť Slovensko, a.s.