



**Common Components System
(CCS)
CRD-USER AGREEMENT**

RailNetEurope

and

**Železničná spoločnosť Slovensko, a.s.
(CRD User)**

This CRD-User 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 "**CRD-User**")

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

RECITALS:

WHEREAS, RNE owns the intellectual property rights on the TAF TSI CRD (Central Reference Database);

WHEREAS, CRD-User, which is an actor belonging to the railway industry, wishes to obtain a license to use the CRD;

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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”:** means this Software License Agreement and any other documents which this Agreement incorporates 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 “CRD”:** means the TAF TSI Central Reference Database owned and maintained by RNE including:
- the location reference file which uniquely identifies physical rail points (Location Codes) and
 - the partner reference file which uniquely identifies all rail actors who exchange information (Company Codes).

ARTICLE 2 – SUBJECT-MATTER

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

ARTICLE 3 – SCOPE OF THE LICENSE

3.1 Restriction on use:

CRD-User is hereby granted a personal, non-exclusive, non-assignable and non-transferable license of the CRD which entitles him to access the CRD in view and export role.

Any other use of the CRD 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, CRD-User shall not do any of the following:

- (i) Reproduction. Reproduce, by whatever means, the CRD for other uses than the ones specified here before, or any part thereof.
- (ii) Distribution. Distribute or market the CRD to any non-User or allow any non-User to use or display the CRD or Documentation, whether free of charge or not;
- (iii) Publication. Made the CRD available to the public electronically or whatsoever means.
- (iv) Usage. Use the CRD in any form whatsoever, so as to design, realize, distribute or market a similar or equivalent CRD;
- (v) Availability. Make the CRD directly or indirectly available to a non-User, including by transfer, assignment, license, deposit or consulting service;

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- (vi) Adaptation. Adapt, modify, transform or rearrange the CRD for any reason whatsoever, including for the purpose, among other things, of creating new software programs or derivative software programs;
 - (vii) Integration. Integrate the CRD, in whole or in part, into another software program, in order to create a composite program;
 - (viii) Translation and Modification. Transcribe or translate the CRD, directly or indirectly, into other languages or modify even partially the CRD or Documentation in order to, without limitation, use the CRD or Documentation on any other type of hardware; and
 - (ix) Reverse engineering. Disassemble, reverse engineer, decompile, decode or attempt to decode the CRD, or allow the CRD to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the CRD.
 - (x) Excessive usage: the frequency and quantity of data export from CRD as well as the number of simultaneous users shall be maintained in reasonable manner.

3.2 Proprietary and Copyright Notices: CRD-User shall maintain in good order the proprietary and copyright notices, which are printed on or encoded in the components of the CRD.

3.3 Company code: If the company applying for this CRD license is not registered with company code in CRD, it shall obtain a company code as a precondition for granting the access the CRD¹.

ARTICLE 4 – SUPPORT

4.1 Online help

The CRD-User can receive support on using CRD on the CRD website.

ARTICLE 5 – FEES

5.1 Free of charge usage for a period of two years

The access to the CRD is free of charge only for web user interface with view/export role. After the expiration of the two-year period RNE may apply the fees as set out in the template of CCS User and Service Agreement.

¹ UIC will act as an allocation body for the company codes (also known as RICS codes) until 16 June 2021. More information on the procedure and the prices can be found on the UIC web site (www.uic.org/rics).

ARTICLE 6 – INFRINGEMENT

6.1 Obligations of CRD-User

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

- (i) CRD-User shall immediately inform RNE in writing of the existence of each such claim or threatened claim;
- (ii) CRD-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 CRD-User shall pay the costs and expenses of its own separate counsel, if any). CRD-User further agrees to provide RNE with all necessary assistance and information;
- (iii) CRD-User shall not settle any such claim action, lawsuit or proceeding without RNE's prior written consent;
- (iv) CRD-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) CRD-User shall take all reasonable actions to mitigate any loss or liability with respect to any such claim, action, lawsuit or proceeding.

6.2 Obligations of RNE

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

- (i) CRD-User must have fully complied with its obligations as described in Article 6.1;
- (ii) The court decision must be final and enforceable and solely predicated upon one or more copyright infringement claims relating to the CRD alone used in accordance with this Agreement; and
- (iii) In no event, shall RNE be required to reimburse CRD-User for all such claims brought by all such third parties an amount in excess of the license fees paid by CRD-User under this Agreement for the use of the CRD.
- (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 CRD-User hereby waives any rights it may have to claim any such damages.

6.3 Infringement Remedy

If the CRD is held to constitute a copyright infringement and its use is enjoined pursuant to a court decision or settlement, or if RNE determines that the CRD is 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 CRD-User for separate legal counsel, if any) and in its sole discretion take one of the following actions:

- (i) Obtain the right for CRD-User to keep using the CRD
- (ii) Supply to CRD-User functionally equivalent, non-infringing CRD;
- (iii) Modify the CRD to such extent that it becomes non-infringing; or
- (iv) Terminate this Agreement.

ARTICLE 7 – TERM AND TERMINATION

7.1 Term

The Term of this Agreement with regard to CRD-User's right to use the CRD shall begin upon signature of the Agreement by both Parties for a 1 (one) year period.

Without prejudice of the term in Article 5 this 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.

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.

7.2 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.

7.3 Effect of Expiration or Termination

Upon the expiration or termination of this Agreement, CRD-User shall:

- (i) immediately cease to use the CRD;
- (ii) where applicable, destruct or return to RNE the CRD, back-up copies and all other documentation, memoranda or other material concerning the CRD that is in CRD-User's possession; and
- (iii) not retain any copy of the CRD, in whatever form, and shall expunge the CRD 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 8 – LIABILITY

8.1 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.

8.2 Waiver of Certain Damages

In any event, CRD-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.

ARTICLE 9 – ASSIGNMENT OF THE AGREEMENT

9.1 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.

9.2 Right to Subcontract

RNE may, at its option, subcontract to or otherwise arrange for, any third party to perform any part of this Agreement.

ARTICLE 10 – MISCELLANEOUS

10.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof.

10.2 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.

10.3 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.

10.4 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 11 – GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

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

11.2 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 11.3 shall apply.

11.3 Consent to Jurisdiction

In the event a dispute arises in connection with this Agreement and settlement is not reached pursuant to article 11.2, 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, _____

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.