



**Common Components System
(CCS)
CCS-USER AND SERVICE AGREEMENT**

RailNetEurope

and

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

This CCS-User and Service Agreement (**the "Agreement"**) is entered into between:

1. RailNetEurope

Jakov-Lind-Straße 5

1020 Vienna

Austria

(hereinafter "**RNE**")

and

2. Železničná spoločnosť Slovensko, a.s.

Rožňavská 1

832 72 Bratislava 3

Slovakia

(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, which is an actor belonging to the railway industry, wishes to obtain a license to use such CC;

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”:** 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” or “Common Components”** refers to:
- The Reference Files (CRD):
- 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).
- Either, a) 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;
- Either b) the Additional Services described in Annex 3 “Services provided by RNE in case that CCS User don’t use the Common Interface Reference Implementation (*RNE CI*)”
- 1.3 CCS-User:** a company belonging to the rail sector, including its subsidiaries. In case of holding company, the CC can be installed only once for an unlimited number of users and/computers solely in CCS-User or its subsidiaries premises, sites and systems provided that it is not made available to third parties with the exception of the CCS-User’s facility manager/s and subsidiaries. Holding company on the part of the CCS User shall be presumed in any of the following cases in which this company (a) holds more than half of the subsidiary’s subscribed capital, or (b) controls more than half of the votes attaching to shares issued by the subsidiary, or (c) can appoint more than half of the subsidiary’s management or supervisory body members.
- 1.4 “Documentation”:** The User reference manual, including specifications and instructions, to assist CCS-User in the installation and use of the CC.
- 1.5 “Environment”:** The general operating environment, including but not limited to the particular hardware, software, operating system, on which the Common Interface (CI) will be installed and with which it will be operated.

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 Documentation and additional Services granted to CCS-User for its business needs.

ARTICLE 3 – SCOPE OF THE LICENSE

3.1 Restriction on use:

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.

The Common Interface can be installed for the technical necessary amount of installations solely in CI users' 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

- (ix) Reverse engineering. 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: Facility Manager 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 Facility Manager be authorized to make any other use of the CC or Documentation.

In order to ensure compliance with these terms, Facility Manager 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.

3.4 Company code: If the company applying for license is not registered with company code in CRD, as a precondition it shall obtain a company code¹.

ARTICLE 4 – DELIVERY/INSTALLATION

4.1 Delivery of the Software Program:

4.1.1 Delivery. 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 Form. The Software Program of the CI will be delivered in machine-readable object code only.

4.1.3 Updates. From time to time, RNE may make available to CCS-User a new version of the CC. Any new version shall be made available to the CCS-User at no additional cost to CCS-User.

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

4.2 Installation and Environment

4.2.1 Installation. The installation of the CI 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.

4.2.2 Environment. The right to use the CI 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 CI.

¹ Currently UIC acts as allocation entity for the company codes (also known as RICS codes) and maintains the CRD. More information can be found on UIC web site (www.uic.org/rics).

- 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 – SUPPORT and MAINTENANCE

5.1 Support content for RNE Common Interface

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

Additional operation support will be provided included in the maintenance fee

- Service Desk for users (functional and technical administrators).
 - Help Desk
 - Operation support
- Access to Software patches if necessary for critical errors
- Access to new releases (evolutions)
- Test connection to RNE Test CI

The extended support services (e.g., remote support for installation, incident desk, etc.) are provided directly by the RNE's supplier in three different packages. For your orientation, please consult Annex 4. The CCS-User can subscribe to and pay for these services to the RNE's supplier. For these services the CCS-User shall contact the RNE's supplier at@capgemini.com.

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;
- modifications or evolutions of the specifications of the CC requested by CCS-User;
- 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 CCS CI user training

5.2.1 CI Class training

RNE will provide class training for CI at RNE premises. If some user company wants to have a local class training and if they host the training, a local class training may be also supported.

Content of the training

- General communication architecture

-
- CI technology,
 - CI configuration
 - CI operation tasks for Admin
 - Example configuration for one message flow.

Duration of the training is 2x4 h.

Precondition:

Attendees needs to have knowledge on data exchange and basic knowledge on Windows or Linux OS.

Condition:

If the training is locally held at the user's premises, an internet access needs to be provided. The class training will take place by participation of a minimum of 2 and a maximum of 15 persons.

Additional Service:

RNE will announce on their website a calendar of planned class trainings.

Limitation:

For training sessions organised at RNE premises in Vienna the user company is responsible for the accommodation and travel of the participants.

5.2.2 CI local training/support

Within the setup of a CI provided by RNE, one day of support locally at the user's premises will always be included based on the CCS user agreement.

This may be not enough depending on the knowledge and implementation steps within a company. To help users, RNE will provide an additional local support service on demand. Support will be provided for the utilisation of a CI and the configuration within the framework of TAF and TAP TSI. As it will be offered for all European locations, the offer contains a flat fee for 2x4 h including travel costs and potential accommodation.

Precondition:

Attendees need to have knowledge on data exchange and basic knowledge on Windows or Linux OS.

Condition:

- An internet access should be provided for the trainer.
- Maximum of 10 persons

Recommendation:

CI User should know which of the connector types according to the CI product description should be used.

5.3 Support time

5.3.1 Service Desk

User can receive support on installation and operations services for RNE CI 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.

5.3.2 Access details

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

ARTICLE 6 – FEES

6.1 Fees for the RNE Common Interface and CRD Access Bundle

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

- **For the Common Interface:** a registration fee of € 4.600, - VAT excl. and a recurring yearly fee of € 2.760, - VAT excl. for use of the Common Interface (including maintenance); the yearly recurring fee for the first year is not included in the registration fee.
- **For the Reference Files:** a registration fee of € 1.400, - VAT excl. and a recurring yearly fee of € 900, - VAT excl. for use of the Reference File system (including maintenance); the yearly recurring fee for the first year is not included in the registration fee.

The CI license includes free of charge access to the web user interface of the CRD.

6.2 Fees for CI Trainings and Non-RNE CI Testing:

- **For CCS CI Class training (at the RNE Joint Office for 8 working hours):** € 800,- VAT excl.
- **For CCS CI Local training (at the CCS-User premises):** € 1.500,- VAT excl.
- **Non-RNE CI Testing (3 days of RNE Test CI connection):** € 3.000,- VAT excl.

Irrespective of when this Agreement is signed, the fees set out above shall apply as from 1 January 2024.

6.3 Fees Indexation

RNE is entitled to adjust the fees listed above according to the Austrian Consumer Price Index 2010 ("CPI" - Verbraucherpreisindex) by the end of every second calendar year. The following formula shall be used:

$$\text{New price} = \frac{\text{Last agreed price} \times \text{Latest index}}{\text{Last agreed index}}$$

where the "Last agreed index" corresponds to the index at the date of 1st day of the month the agreement was signed.

The indexation of the fees shall take effect automatically without the need to notify the CCS User or sign an amendment to this Agreement.

RNE-CCS Services	CCS CI	CRD	CCS CI Class training	CCS CI Local training
Article	3,4,5,	3,4,5	6.2	6.2
CI Software and Maintenance	1			
X.509 Certificate for CI Pre-Production / production Node	2 (1 year)	-	-	-
X.509 Certificate for CI Test Node	1 (1 year)	-	-	-
RNE-CI Node License	3 (test, pre-prod., prod)	-	-	-
CRD CI Access	3		-	-
CRD Web User Access	-	3 User	-	-
CRD Web User Export CSV/XML	-	3 User	-	-
CRD Webservice Export XML	Max 3	3 User	-	-
Set-up Support	Once	Once	-	-
Help-desk	Technical Support	Technical Support	-	-
RNE Test CI connection (5.1)	1	-	-	-
Support (5.2)	Unlimited			
RNE-CCS CI Training Class	-	-	1 Attendee	-
RNE-CCS CI Training Local	-	-	-	1 Day
Price (Service Subscription)	4.600,00 €	1.400,00 €	800 €	1.500 €
Price (Annual Maintenance)	2.760,00 €	900,00 €	-	-
Subscribed services (Mark with X)	[X]	[X]	[]	[]

6.4 Additional Services (Companies not using the RNE Common Interface, but get an access to CRD)

See Annex 3

6.5 Invoicing and Payment:

6.5.1 **Invoices.** All amounts indicated in this Agreement shall be payable in Euros within 30 days upon issuance of the invoice.

6.6 **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:	RailNetEurope
Name of bank:	Erste Bank
BIC code:	GIBAATWWXXX
IBAN code:	AT14 2011 1282 3521 6200

CCS-User details for invoices:

Invoicing address	Železničná spoločnosť Slovensko, a.s. Rožňavská 1 832 72 Bratislava Slovakia
Postal address	Železničná spoločnosť Slovensko, a.s. Sekcia účtovníctva a daní (pracoviska Letná 42) Pri bitúnku 2 040 01 Košice Slovakia
Contact person including e-mail address and phone number	Ján Segén Segen.jan@slovakrail.sk +421 904 875 422
VAT Identification number of the company	SK2021920076

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 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, 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.

7.3 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;
- (iii) Modify the CC to such extent that it becomes non-infringing; or

-
- (iv) Terminate this Agreement.

ARTICLE 8 – ACCESS TO THE SOURCE CODE

CI-User shall be entitled to have access to the source code of the CI in the event that RNE ceases to maintain or have someone maintain the CI.

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 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 on the first day after its publication in The Central Register of Contracts of the Government Office of the Slovak Republic 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. The registration fee mentioned in article 6.1 will not be owed in case of automatic renewal of this 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.

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 its 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 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, _____

Joachim Kroll
Secretary General
RailNetEurope

Peter Helexa
Chairman of the Board of Directors
Železničná spoločnosť Slovensko, a.s.

Harald Reisinger
CIO
RailNetEurope

Martin Bahurinský
Vice-Chairman of the Board of Directors
Železničná spoločnosť Slovensko, a.s.

Annex 1

LETTER FOR FACILITY MANAGER

[Insert name and address
of facility manager]

[insert place], [insert date]

Subject: Common Components Software

Dear _____,

As part of the services rendered to [specify name of CCS-User] under [specify name, date and reference of the Agreement] (hereinafter “the Agreement”), when using, managing [and hosting] Common Components on a software in the field of telematic applications for freight or passenger 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,

[CCS-User]
Name and signature

[Facility Manager]
Name and signature

Annex 2

Environment according to 1.4 and 4.2.2

[Insert name and address of CCS-User]

[insert place], [insert date]

“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	
	<ul style="list-style-type: none"> Processor (Type, Speed GHz) 	
	<ul style="list-style-type: none"> Memory (GB) 	
	<ul style="list-style-type: none"> Hard Disk (Volume) 	
2	[Cluster]	
	<ul style="list-style-type: none"> Type of cluster 	
3	[Virtualisation]	
	<ul style="list-style-type: none"> Software 	
4	Operating System	
	<ul style="list-style-type: none"> Linux 	
	<ul style="list-style-type: none"> Windows 	

Optional environment is set in [brackets]

Annex 3

Additional Service for Companies not using the RNE Common Interface

RNE-CCS Services	CI Certificate
Article to be considered	Annex 4 /3
CI Software and Maintenance	
X.509 Certificate for CI Pre-Production/Production Node	1 (1 year)
X.509 Certificate for CI Test Node	1 (1 year)-
RNE-CCS Node License	-
CRD CI Access	-
CRD Web User Access	-
CRD Web Export CSV/XML	-
CRD Web Service Export	-
Set-up Support	-
Help-desk	Only Certificate Management
RNE Test CI connection (5.1)	-
Support	-
RNE-CCS CI Training Class	-
RNE-CCS CI Training Local	-
Price (Service Subscription)	-
Price (Annual Maintenance)	400,00 €
Subscribed services (Mark with X)	[]

1. X.509 Certificates for non-RNE CI (CI Certificate)

TAF and TAP actors are not legally obliged to use the CI provided by RNE. But if they develop their own CI by themselves they have to comply with the “CI external Interface Reference Specification”, or with “ERA-TD-104: TAF TSI - Annex D.2 : Appendix E - Common Interface, Version 2.0”, which is published on the European Union Agency for Railways website here: <https://www.era.europa.eu/era-folder/technical-documents>. The content of the document specifies that users have to obtain a X.509 certificate from RNE for

- Secure communication with Https
- Encryption of Message
- Signature of Messages.

As a Certification Authority (CA), RNE performs functions associated with public key operations. This includes receiving requests, issuing, revoking and renewing a digital X.509 certificate.

For users who have already implemented a CI provided by RNE, the certificates are included in the CCS service.

Precondition:

User needs to have knowledge about communication security
User needs to be registered in the RNE ticket tool.

Limitations:

- The expiry time will be one year.

2. Test support for CI that are not provided by RNE (Non-RNE CI Testing)

As mentioned, if TAF and TAP actors develop their own CI by themselves they have to comply with the “CI external Interface Reference Specification”. The document also specifies how two Common Interfaces shall communicate.

If companies develop their own CI, then it cannot be assured if the communication interface has been correctly implemented in line with the “CI external Interface Reference Specification “”, or with “ERA-TD-104: TAF TSI - Annex D.2 : Appendix E - Common Interface, Version 2.0” , which is published on the European Union Agency for Railways website here:

<https://www.era.europa.eu/era-folder/technical-documents> . RNE can offer to be the test partner for different test cases such as:

- Secure communication with Https
- Heartbeat response check
- Sending of a TAF example message
- Receiving a TAF example message
- Encryption of messages
- Decryption of messages
- Signature of messages
- Compression of messages

The test support is assumed for duration of 3 working days all inclusive.

Annex 4

Extended support services provided by the RNE's Supplier - Capgemini Consulting Österreich AG

Services	Packages		
	Bronze	Silver	Gold
L1 & L2 support by email	Yes 10 tickets per CCS user annually	Yes	Yes
Installation and configuration of Common Interface in 3 rd party's environment.	No	Yes	Yes
Common Interface instance support by remote connecting to 3 rd party's servers	No	Yes	Yes
Direct communication channel for reporting Common Interface incidents over phone (within service desk working hours). Priority handling of requests.	No	Yes	Yes
Availability for 24/7 support.	No	No	Yes
Price per CCS-User per year in EUR	3.300	7.500	13.000