

**English Translation of  
CCS Hungary CONNECTION AGREEMENT**

**Between**

**Ltd.**

(having its principal place of business at H-9999 Budapest, VAT ID.: 99999999-9-99)

**(hereafter referred to as the "User")**

**and**

**CCS HUNGARY AIRCARGO Ltd.**

(having its principal place of business at H-1172 Budapest, Liget sor 34., VAT ID: 22963857-2-42)

**(hereafter referred to as "Service Provider" while "User" and "Service Provider" together hereafter referred to as "Parties" )**

This Agreement sets the conditions of joining and working with Cargo Community System Hungary (CCS Hungary) established in harmony with the [IATA](#) and [FIATA](#) recommendations.

Parties conclude this agreement to set conditions how Service Provider will provide CCS Hungary services and use of CCS Hungary AWB system for the User, including help desk and development services. CCS Hungary with its CCS Hungary AWB and other subsystems provide a closed circuit communications network for the members of air cargo logistics chain.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the User and Service Provider hereby agree as follows:

**1. For the purposes of this Agreement, the following definitions shall apply:**

**1.1. CCS Hungary**

CCS Hungary is a neutral and unbiased EDI Cargo Community System (Community System) for Hungary aiming at speeding up and securing freight movements. Its long term goal to computerise all parties of the logistic chain and to involve them in Electronic Data Interchange (EDI) in harmony with the international recommendations. CCS Hungary was created exclusively for serving the Hungarian market, while in order to provide higher service levels for the users striving after to conclude international relations. The term CCS Hungary comprise all hardware and software that is available in the CCS Hungary Aircargo software package.

**1.2. Software**

Software shall mean all software used to create, operate, develop and maintain and created irrespective of its origin, function and location.

**1.3. Partner System**

Partner System shall mean the connected systems of carriers, airlines, handling agents and customs where shipment movements and statuses data stored and which may provide for the parties of the logistic chain useful information.

**1.4. Data**

Data shall mean all data transmitted by CCS Hungary AWB workstations, Partner Systems or other parties via CCS Hungary irrespective of their content or nature.

**1.5. EDI**

EDI shall mean Electronic Data Interchange e.g. via Internet connection, SITA teletype or by any other data transmission means valued by the Service Provider as reliable.

**1.6. Message**

Message shall mean all free text or formatted data created or sent by CCS Hungary.

**1.7. Services**

Services shall mean all activities performed by Service Provider for the User and all functions of CCS Hungary.

**1.8. CCS Hungary AWB system**

CCS Hungary AWB system is the air cargo forwarder software package that is installed on the User's PC

Workstation by Service Provider under this agreement.

### **1.9. PC Workstation**

PC workstation or virtual PC workstation suitable to run CCS Hungary AWB client-server system, provided by the User or the Service Provider for the use of CCS Hungary AWB system.

## **2. Responsibilities of Service Provider**

### **2.1. Data Receipt, Storage. and Transmission**

CCS Hungary shall receive data from the User, in a way as specified in Annex "A". CCS Hungary shall distribute these data to the Partner Systems. The same way CCS Hungary receives data from Partner Systems which data addressee is the User. CCS Hungary shall store these data until the addressee become available or until termination of the contract, but even in case of permanent unavailability of the User for a maximum of 30 days.

CCS Hungary will process and transmit only those Data which were received in the way and format set forth in Annex "A".

### **2.2. Help Desk Services and Liability To Inform**

Service Provider will publish on its website the contacts where the User may send notices and questions regarding the use of CCS Hungary and where the duty engineers are accessible in case of technical failure.

Service Provider will answer all questions of the User regarding the use of the CCS Hungary which may not harm or endanger the copyrights or other interests of Service Provider and needed for proper use of CCS Hungary. For such services Service Provider may charge fees set forth in Annex "A" if a prior notice was given to the User.

Functional specifications of CCS Hungary AWB system can be found in the User Manual on-line help which is installed at the user with each software update as part of the system installed.

All other software licenses (e.g. Windows operating system, firewall etc.) necessary for the use of CCS Hungary AWB system must be purchased, installed and operated by the User and all related costs are to be paid by the User (see 2.5. exception in the case when Service Provider provides a PC Workstation for the use of CCS Hungary AWB system and license rights and license contracts otherwise not mandate).

### **2.3. Development**

Service Provider will take into consideration the requirements of the User during developments. Tailor made User development requests will be fulfilled only by separate contract and fee and if it would not harm or endanger the interest of other users or the operation of CCS Hungary.

Parties deliberately agree that it is exclusive right of Service Provider to make any software changes, developments, installations of CCS Hungary.

### **2.4. Databases**

Service Provider will maintain and update the databases listed in Annex "A" provided for the User with frequency and extent as Service Provider can get access to the source data from Partner Systems. Service Provider is striving to get the necessary data in time to provide them for the User at their effective date.

If the User inform the Service Provider that certain pieces of data are incorrect, Service Provider will make every effort to get the correct data from the Partner System who issued the data.

Service Provider will inform the User of the confirmed data errors.

### **2.5. PC workstation**

Service Provider may also provide a PC workstation for the User, exclusively for running CCS Hungary AWB system, having UTP LAN connection, installed operating system, but without display or other peripheries. The value of this PC workstation is HUF 50,000.- + VAT.

Service Provider shall have to take care of the replacement of faulty part or the whole workstation and putting it to service again within 10 working days after the help report opened.

The operational problem or inoperability of the PC workstation may not affect the payment and the amount of monthly fee to be paid by the User.

### **2.6. Claims In Connection With The Use Of CCS Hungary**

Service Provider undertakes for all its services under this agreement 12 month warranty as set forth in the Hungarian Civil Law and related regulations. Service Provider while violating the Contract causing intentionally or by serious carelessness damages or losses, including Service Provider or the subcontractor employee (employed lawfully by the Service Provider, or third party) causing damage by committed crime, for that damage and for the consecutive damages caused by the above mentioned individual circle Service Provider accepts responsibility but it is maximized in one monthly basic fee defined in Appendix „A”, but

with special regards to passed-on services. All responsibilities may never exceed all fees minus the actual communications costs as listed in each invoice attachment, paid by the User to the Service Provider under this agreement from the date of signature this agreement. Parties also agree, that claims officially issued later than 30 days after damage are void.

Service Provider refuses any responsibility, which is raised in connection with the personal data protection. Parties expressly agree that the fees included in the Contract and its Appendixes have been defined expressly with consideration the above restrictions.

It is no breach of contract if Service Provider is late or mistake with its services due to force majeure (e.g. third party communications services provider's error, or Service Provider's employee or subcontractor's accident or delay due to authorities action).

Service Provider shall not be liable and may not be forced to pay any compensation for any losses arising from the error of any data or database provided. Service Provider is only collecting the data and is not expected to perform content check.

Parties explicitly agree that the fees and charges were agreed with special regards to the above restrictions and limitations.

## **2.7. Quality Of Services**

Service Provider is liable only for the quality of the hardware and software which is owned, operated and maintained by Service Provider. The User shall have to solve any error or problem out of this area.

## **2.8. Privacy**

Service Provider obliged to handle as confidential business secret and protect all information, data, documentation which was provided by the User about its systems, organization and operations and business secrets of the User which the Service Provider got access during its activities with special regards to the operational databases received from the User in connection with help reporting and error correction, testing and development.

Service Provider should make sure of liable safe guarding as set in Hungarian Law, of software, hardware and documentation received from the User for any purpose.

## **3. Rights of Service Provider**

### **3.1. Non Purpose Like Use**

Service Provider has the right to immediately discontinue the services for the User who is using CCS Hungary or any part of it in a way that may endanger the system or in connection with the use of CCS Hungary interfere with the interests of Service Provider or other users. Service Provider is obliged to inform the User of the reason of service discontinuation in written form.

If the User would not give up the activity quoted in the information, Service Provider may limit or suspend the service or Service Provider may abrogate this contract with immediate effect.

Service Provider is entitled without prior notice to examine if the User is using the provided means purpose like. The User shall allow examination and provide every expected support for it.

### **3.2. Non Purpose Like Use of PC Workstation**

If Service Provider provided a PC workstation for the User, and come to know that the PC workstation is physically damaged, or its software or hardware configuration is changed by the User, or the User installed new software is on it or activated a pre-installed software on it, or the PC were used for e-mailing, internet browsing or downloading, Service Provider will transport the PC Workstation to its service site for re-installation, and after maintenance/re-installation transport it back to the User premises, put it to operation again and all costs of spare parts and fees as set in Appendix "A", related to transportation and working hours of these activities will be represented on the coming month invoice.

### **3.3. Subcontractor**

Service Provider is entitled to perform a part or full of service by subcontractor while keeping the usual service level and quality. In this case too, Service Provider is responsible against the User in the name of the subcontractor.

### **3.4. Non-Payment**

If the User may not pay the fees and charges set forth in the annexes or pay with delay Service Provider may suspend the services, may abrogate the contract, may take back the hardware and software provided for use for the User, may charge the User with interest.

## **4. Responsibilities of the User**

### **4.1. Make The Maintenance Possible**

User shall make possible regularly at agreed times for Service Provider staff to check and maintain the User's CCS Hungary AWB workstation(s).

If the IT systems of the User may not support auto-update function of CCS Hungary AWB software package, the User should make the manual software update and the User is responsible for performing it with the consequences set forth in point 3.1. of this agreement. If auto-update is switched off, User must do manual software update without delay upon notification by Service Provider in the sake of harmless operation of CCS Hungary.

### **4.2. Discovery Of Database Error**

User will inform Service Provider without delay if any of the databases provided would contain error or if the User know that the data were changed.

### **4.3. Beginning the Services**

The cut-over can be made and the service can be used only after Service Provider and User provided the pre-conditions of the use, set forth in Annex "A". Charges shall apply only after successful cut-over.

### **4.4. Fees For The Services**

User shall pay for the use of CCS Hungary the fees and charges in the currency set forth in Annex "A" against a detailed invoice, monthly, as it is set forth in Annex "A".

Purchased goods may also be invoiced on the monthly invoice while can be invoiced separately.

### **4.5. PC workstation**

If Service Provider provide a PC workstation for the User, the User is responsible (see also point 2.5. and 3.2.) to ensure that no unauthorized person may have access to the workstation, may not damage it, may not change its hardware or software configuration or set up, may not browse internet, download files from the internet or do e-mailing on it. In summary on the PC workstation provided by Service Provider only, CCS Hungary AWB and LabelPrinter may run and data back-up of these applications can be made.

If service is provided with PC workstation for the User by Service Provider, but within a year from the receipt of the PC workstation the User terminates the use of that CCS Hungary AWB client subscription, the User must pay in one sum the service fee of the workstation equivalent to the price of the workstation as stated in point 2.5., or the User may buy the workstation at the same price.

## **5. Rights of the User**

### **5.1. Relocation, re-configuration**

User may request the relocation of its workstation to an other PC or re-configuration of its CCS Hungary AWB system while paying the fees set forth in Annex "A" for such services.

### **5.2. Tailor making**

User may request tailor made changes or amendments to the system. Such requests the Service Provider may fulfill under separate contract, for separately agreed charges and only if it is no harm to or oppose the aim and interest or not endanger the operations of Cargo Community System Hungary or the other users.

### **5.3. Right to use**

User is entitled against the fully paid monthly fee for the full function use of CCS Hungary AWB system, with the functionality and version already known by the professionals of the User and the versions later developed and provided in updates for the User under and during the existence of this agreement, on one- or more servers and on one- or more workstations but the number of workstations may not exceed the ordered, agreed and paid number of workstations.

### **5.4. Support services**

User entitled for systems management, maintenance and help desk services under this contract with CCS Hungary AWB system, with the conditions and service charges set forth in Appendix "A".

Systems management under this agreement is limited to CCS Hungary AWB system, and can be expected to perform by the Service Provider to the extent the User provide (physical or remote) access to the CCS Hungary AWB system installed at the User and to the extent the User informed the Service Provider of the software and hardware environment and if the use of the software and hardware environment does not require other than Hungarian or English language knowledge.

If the IT policy or system of the User does not make possible "through the Internet" remote access to all

modules and parts of CCS Hungary AWB system installed at the User, site visit charges may apply as set forth in Appendix "A" regardless of the reason, if the work (e.g.: installation, relocation, system removal, configuration change or error detection or error correction etc.) is requested by the user.

## **6. Liability of the User**

### **6.1. Safe-keeping and Intellectual property**

User deliberately agree and recognize that CCS Hungary which is provided for the User by the Service Provider, with its all future developments is intellectual property of the Service Provider.

User shall take care of safe-keeping all software, hardware and documentation provided by Service Provider and shall not disclose them to third parties. User agree and accept that if any software, hardware or communications line component of CCS Hungary would be unlawfully misappropriated by third party from the User, the User will fully be liable for all costs and expenses of re-instating or repairing, and for all communication costs arisen from such act.

Parties agree and User deliberately agree and take responsibility to protect intellectual property of the Service provider from third party access, gain or use and if such become known to the User, immediately notify the Service Provider.

User understand and accept, that user rights for CCS Hungary entitled for only the User, and only for the aim of its own air cargo forwarding activities. All exclusivity, ownership, give to rent and further servicing is strictly prohibited.

### **6.2. Technical Failure Of User's Equipments and Third Party Errors**

If the User utilizes hardware, software or communications means owned or provided by third party and due to its technical failure or temporary inaccessibility could not use CCS Hungary or if the addressee of the message did not receive the message for a reason outside the liability of Service Provider, the User shall not be exempted from paying the fees set forth in Annex "A".

### **6.3. Saving data**

User is responsible for creating regularly back-up from its CCS Hungary AWB systems as described in the user manual / On-line help system, necessary for restoring or reinstalling its CCS Hungary AWB systems in case of any system failure.

## **7. Jurisdiction, Setting a Debate**

### **7.1. Setting a Debate**

Both parties shall strive to solve debates by negotiations. They will bring the case to the court only if their negotiations were failed. The questions are not disposed in the Present Contract, the Hungarian Civil Code and the Hungarian sectoral Laws are authoritative.

### **7.2. Consent to Jurisdiction Venue and Service**

The parties consent and agree that all legal proceedings relating to or arising out of this Agreement shall be maintained in the Regular Elected Court of Hungarian Chamber of Commerce, Budapest, Hungary, and the parties consent and agree that jurisdiction and venue of such proceedings shall lie exclusively with such courts. In all cases not set by this agreement and its annexes the Hungarian Civil Law codex (PTK) shall be used.

### **7.3. Notifications**

Parties must cooperate in connection with notifications to each other. In case of late response of the other party, notification should be repeated, possibly in other channel, and each party must make sure of the receipt of notification by the other party. Parties accept as written notification the registered mail and courier mail when receipt signed by the addressee. For daily communications supporting operational contacting Parties accept confirmed e-mail messages too.

Parties must inform each other without delay of any changes in their name, registered office, invoicing address, Tax ID, EU Tax ID, addresses, used contacts and contact persons.

## **8. Agreement Term, Termination, Expiration**

### **8.1. Agreement Term**

The term of this Agreement shall commence on the date of signature and shall continue unless written notice of termination to the contrary is given by either party.

**8.2. Termination Without Cause**

Either party may terminate this Agreement without cause upon 90 days written notice to the other party (see also 5.5.).

**8.3. Termination Due To Breach Of Contract**

Either party may terminate this Agreement if the other party breaches any term hereof, provided and incapable of cure or which has not been cured within fourteen (14) days after receipt of written notice of such default from the non-defaulting party.

**8.4. Returning Hardware, Software, Documentation, Password, Address and Communications Means**

Upon notice of termination before termination of this Agreement the User shall return all hardware, software, documentation, password, address and communications means received from Service Provider for use or those gained access by the use of CCS Hungary and all their copies plus allow Service Provider to delete all installed CCS Hungary AWB system servers and workstations. The same time Service Provider shall promptly return to the other party all materials of the other party.

**8.5. Survival of Obligations**

The obligations of the parties under points 2.8., 6.1. shall survive without limitations after termination of this Agreement for any reason. Similarly the dept obligations also survive.

**8.6. Use of contract**

If any party may not strictly stick to any or some of the regulations or obligations set forth in this agreement or in its annexes, may not wave its right to apply it or strictly stick to them the next time or any time later.

**8.7. Application of contract**

This contract contains the final and concluded agreement of the parties and overrule in the subject of this agreement all prior verbal and written agreement. No act, statement, condition may bind any of the users which were expressed verbal, in writing or with connivance which is not contained in this agreement. If any part of this agreement may get unlawful, unadaptable or invalid, that may affect or harm the applicability of the rest or the whole of this agreement in any case. This agreement may be modified only in writing, with appropriate reference to this agreement, properly signed by both parties.

If there is a difference between or dispute on the English translation, the Hungarian text rules if available signed by both Parties.

AS WITNESSES THEREOF, THE PARTIES AFTER READING AND UNDERSTANDING, SIGNED ENDORSED THE PRESENT CONTRACT IN THE BELOW YEAR AND DATE, IN 2 (TWO) ORIGINAL COPIES, AS IT IS FULLY IDENTICAL WITH THEIR WILL.

Budapest, 2016.

.....  
Managing Director  
CCS Hungary AIRCARGO Ltd.

.....