

**ENGLISH TRANSLATION OF  
Annex A  
to  
CCS HUNGARY CONNECTION AGREEMENT  
FEES FOR SERVICES**

**1. Minimum service charge**

1.1. Minimum service charge per workstation as follows, depending on the payment terms. Up to the sum of minimum service charges amounts (dependent on the number of workstations) the transmission of messages listed in point 2. are free and Minimum service charge also covers the fee of one unique internal (non suitable to receive messages from the SITA network) address per workstation:

1.2. in case of 8 days payment term the Minimum service charge is HUF 39,000.-

1.3. in case of 15 days payment term the Minimum service charge is HUF 39,100.-

1.4. in case of 20 days payment term the Minimum service charge is HUF 39,300.-

1.5. in case of 25 days payment term the Minimum service charge is HUF 39,500.-

1.6. in case of 30 days payment term the Minimum service charge is HUF 40,000.-

1.7. in case of 45 days payment term the Minimum service charge is HUF 41,000.-

1.8. in case of 50 days payment term the Minimum service charge is HUF 42,000.-

1.9. in case of 60 days payment term the Minimum service charge is HUF 43,000.-

1.10. in case of pre-payment of Minimum service charge (see point 4.7.4.) the Minimum service charge is HUF 39,000.-

**2. Fees for message-type categories, per message and per addresse**

2.1. Freight Status Request Message (FSR), Schedule And Availability Information Request (FVR, FIR), AWB Space Allocation Request Message (FFR): HUF: 149.-

2.2. Air Waybill (MAWB, HAWB) Data Message (FWB, FHL) HUF 399.- Messages to CCS Hungary eCustoms system are free.

2.3. Free text Message or Urgent Shipment Request Message (TXT) HUF: 108.-

2.5. Mandatory for new users site visit, installation and one hour compulsory training from 0900 till 1700 on working days HUF: 19,000.-

**3. Other optional services and fees**

3.1.1. Site visit per case within the borders of Budapest: HUF 19,000.-/car

3.1.2. Site visit per case outside the borders of Budapest: HUF 19,000.-/car + from the borders of Budapest HUF 300.- per kms, calculated only one way to the site + the motorway fee.

3.1.2. Working man hour rate per each started 30 minutes: HUF 4,900.- /person + parking fee if occurs.

3.2. Working man hour rate in case of remote access per each started 30 minutes: HUF 4,900.- /person.

3.3. Duty work charges for CCS Hungary users, on working days from 17:00 to the next working day 08:00 LT and on those previously announced days when our HQ is closed due to technical

reason. During duty hours e-mails are not read, only phone (+36) 20 411 5804 calls are answered. Site visit, on site works are available only up to our free capacity.

- 3.3.1. Phone/remote access working man hour rates per phone call: HUF 9,000.-
- 3.3.2. Site visit per case within the borders of Budapest: HUF 39,000.-/car
- 3.3.3. Site visit per case outside the borders of Budapest: HUF 39,000.-/car + from the borders of Budapest HUF 300.- per kms, calculated only one way to the site + the motorway fee.
- 3.3.4. Working man hour rate per each started 30 minutes: HUF 5,900.- /person + parking fee if occurs.

#### **4. Invoicing, invoice payment, late payment**

4.1. For calculation of message traffic charge, based on the number of messages of each message-type category, the actual message traffic charge will always be compared to the lowest amount in the next message quantity category and the lowest amount will be applied (similar to the rate brake point based calculation of rate charge on the MAWB). In case of more than one workstation at the user, the Minimum service charges for each workstation will be added up and the calculated message traffic charges for each message-type category will also be added up. The two amounts will be compared and the higher amount will be applied. Regardless of part-month or non-full month usage, always the full Minimum service charge(s) will be applied. Charges based on the used/activated/contracted services for the actual month shall be paid by detailed monthly periodical invoice, by bank transfer, in HUF. From financial-, accounting point of view Parties agree that this is a continuous service. In case of late payment, the interest rate on the delayed days is equivalent to a yearly 18% interest rate.

4.2. As agreed with the User the applicable initial payment term is 8 calendar days.

4.3. Service Provider may treat the invoices issued for and bank transfers/cash payments made by the User (in liaison with the Hungarian law) account-wise so that Service Provider will consider any payment received from the User the payment upon the oldest invoice or invoices, regardless what remarks were made to the payment.

4.4. Each invoice is accepted as paid (with regards also to point 4.3.) on the day, when the last part payment is arrived to the Service Provider bank account (or paid to Service Provider in cash against receipt) which was enough to made fully paid that invoice. If the payment term falls to a bank holiday, the bank transfer arrived on the next banking day is also accepted as in-time payment.

4.5.1. Service Provider delivers or posts the invoices to the agreed Hungarian address of the User each month 5<sup>th</sup> day the latest for free, but only once. Additional to that sends an e-mail to the User "financial contact" e-mail address given in the initial order of CCS Hungary services or later given/modified, to notify the User that he may download the invoice and attachments as .pdf from ccs.hu website or from the system, and if requested by the User, Service Provider re-sends them as an e-mail attachment. With special regards to the payable amount multi-channel notification to the User, the User may not justify late payment by late- or non receipt of the invoice.

4.5.2. If the user requires a delivery mode of invoice and attachments different from the above (e.g. posting to abroad, or registered/priority/value mail or courier delivery) Service Provider is entitled to add the cost of such services to the monthly invoice.

4.5.3. The same way, if the User requires a copy of the invoice (posting or delivering e.g. by courier) Service Provider is entitled to add the cost of such delivery services to the next monthly invoice.

4.5.4. The same way, if the User requires paper based mailing (posting or delivering e.g. by courier) of the invoice attachments Service Provider is entitled to add the cost of such delivery services to the monthly invoice.

4.6. In case of non-payment by deadline, Service Provider will send a payment reminder e-mail to the e-mail address(es) (regularly used by Service Provider – see: 4.5.1.) as nominated by User. Service Provider will send the notification to the same e-mail address(es) if according to Parties agreement the payment terms and in connection with payment terms the Minimum service charges are changing or the service will be suspended. At each invoice only those days will not be accounted as "delayed days" which were spent between the day of receipt of invoice complaint (see also point 5.9.) and the receipt (see also point 5.9.) of Service Provider's answer by the User – at multiple exchange of notifications too. If the invoice complaint was justifiable, no delayed days will be registered for that invoice. Can not seen justifiable an invoice complaint especially if the User data were incorrect on the invoice because the User failed to notify (see also point 5.9.) Service Provider of the changes or of the effective date of changes or the notification was inaccurate.

4.7.1. In case of two month following late payment is made User, to accommodate to the User's payment capabilities, Service Provider – as Service Provider entitled by the User by signing this Annex – the payment term set in point 4.2. will be changed to the next longer payment term category as set in point 1., while the Minimum service charge per workstation(s) will also be changed according to point 1. Such payment conditions will stay in effect as long as the User requests its changing but for a minimum of three month.

4.7.2. In case of two month following late payment is made by the User again, Service Provider will apply again the payment terms changing procedure described in point 4.7.1.

4.7.3. If an invoice fully or partly remains unpaid (with regards to the procedures described in point 4.3.) after 61 calendar days, Service Provider may - in harmony of Main Agreement point 3.4. – suspend the services and will restart it only if all invoices are fully paid plus one monthly Minimum service charge(s) are also paid. In such a case Service Provider will continue the service – as entitled by the User by signing this Annex – by the conditions set in point 4.7.4. until the User requests its changing but for a minimum of 6 month period.

4.7.4. User may request and Service Provider may by point 4.7.3. – as entitled by the User by signing this Annex – require pre-payment of monthly Minimum service charge(s). Of such pre-pay invoices the payment term is the 25<sup>th</sup> day of the foregoing month. If such pre-payment is not made by the deadline (see also point 4.4.), Service Provider may suspend the service without further notice or warning. If all invoices are fully paid, Service Provider will restart the service at the date requested by the User but the revenue accounting is made with special regards to point 4.1. If in a month the message traffic charges were higher than the sum of Minimum service charges (see point 4.1.) or other services not covered by Minimum service charges were provided for the User, the charges and costs beyond the pre-pay invoice amount will be invoiced in the subsequent invoice, as a separate item – as the Law describe the detailed monthly periodical invoice.

In case of repeated delay in paying also pre-pay invoices, Service Provider may terminate the contract with immediate effect in liaison with Main Agreement point 3.4.

4.8.1. In general, the User may request (see point 5.9.) the change of payment terms (while applying the relevant Minimum service charges as regulated in point 1.) until the 20<sup>th</sup> day of the foregoing month.

4.8.2. If payment terms were changed by Service Provider (see points 4.7.1., 4.7.2.), the User may only request the change of payment terms for the fourth month following the last change by Service Provider.

4.9. The fees and charges shown above are without VAT and/or without any other official taxes, concessional fees.

## **5. Ordering, installing, increasing or decreasing number of workstations, termination of service**

5.1. In case of a workstation installation order, Service Provider will prepare for the installation and contact the User within 30 days to agree in the date and time of the site visit to install the workstation.

5.2. Databases provided by Service Provider.

5.2.1. Official air cargo rates from Budapest

5.2.2. IATA special handling codes

5.2.3. IATA airport and city designators

5.2.4. IATA density class codes

5.2.5. IATA Airline codes and basic data

5.2.6. CCS Hungary news, Airline news and information if any airline partner requests such.

5.3. Conditions provided by Service Provider

5.3.1. Unique identifier address, not suitable to send and receive SITA teletype messages.

5.3.2. A software installed on the User's workstation.

5.4. If the annexes don't state otherwise, the User will transmit data using CCS Hungary AWB software, via the Internet.

5.5. Conditions provided by the User

- 5.5.1. Suitable PC workstation to run CCS Hungary AWB software.
- 5.5.2. Any 32 bit operating system as specified and listed on [www.ccs.hu](http://www.ccs.hu).
- 5.5.3. Internet connection suitable by quality and rights for CCS Hungary AWB software.

5.6. If both Service Provider and the User established the conditions and requirements for installation, and informed each other of that, the User within 5 working days will suggest a date on a working day and at a time between 0900 and 1500 hours for the site visit when the local systems manager will be there (to make the necessary user rights, internet settings etc. and attend on the systems manager training), and all the key users will be there to attend on the user training. If any of the above conditions are not met or late provided (e.g. the systems manager and/or the user is not available at the agreed date and time), and due to that an other site visit is necessary, the additional costs will be charged at the rates of point 3.

5.7. Any request to change the number of workstations, addresses, payment terms or other conditions of the service must be made in writing similar to changing the agreement conditions, and must be confirmed by the other party.

5.8. If a User has more than one workstation, and wish to terminate the usage of one or more, but not all the workstations, so not the whole contract is terminated, Service Provider should make the necessary actions within 30 days from the receipt of request. Workstation charges must be paid for that termination period too, as stated in paragraph 1. In case of part-month usage, also the full monthly fee will be charged (see also 4.1.).

5.9. Notification/received those messages/notes/letters sent by the Parties to each other which are delivered to door (receipt confirmed by the employee of the recipient Party by signature) or sent by post as registered with return receipt or sent via "confirmed by the recipient" e-mail or telefax. User must immediately inform Service Provider of any change of company data relevant to revenue accounting or contracts or of change of personnel/contacts given in the initial order or given later anytime.

6. In all cases not set by this agreement and its annexes the effective Hungarian Civil Law codex (PTK 2013. V.) shall be used.

IN WITNESS WHEREOF, after reading and understanding this Annex the parties have executed this Annex confirming its content as fully compliant to their will, on the date shown below in two original copies. Once executed, this Annex shall supersede other legal instruments previously executed by both Parties in connection with the subject matter hereunder.

Budapest, 31. January 2015.

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CCS HUNGARY AIRCARGO Ltd.  
Csányi István  
Managing Director

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