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Tisztelt Címzettek!

Mellékelten csatolom a PTV Vision Licence and Maintenance Agreement egy eredeti példányát további szíves felhasználásra.

Üdvözlettel:

Melléklet:

- PTV Vision Licence and Maintenance Agreement



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PTV Vision Licence and Maintenance Agreement

Between

**BKK Budapesti Közlekedési Központ Zártkörűen
Működő Részvénnytársaság (BKK Zrt.)**
EU VAT Number: HU23028966
Group VAT ID Number: HU17781372
Városház u. 9-11
1052 Budapest
Hungary

(PTV Customer ID 303040)

(LICENSEE)

and:

**PTV Austria
Planung Transport Verkehr GmbH
VAT ID: ATU 62533707
Siegelgasse 1/2/1**

Wien, 20th September 2012

This Licence Agreement (Agreement) is entered into between PTV Austria (LICENSOR) and **BKK Budapesti Közlekedési Központ Zártkörűen Működő Részvénnytársaság (BKK Zrt)** (LICENSEE). The Agreement is valid for the PTV Vision system (SOFTWARE) as specified. This Agreement replaces in its entirety any previous licence agreement.

1. Specification of Licence

LICENSEE has acquired non-exclusive rights to use a licence / licences out of the PTV VISION software. This license will be controlled by one delivered hardlock dongle. Licensee is entitled to install the software on many computers but Licensee needs to connect the dongle to one computer to run the software. Level of training is matter of Licensee's decision.

2. Covered Software

This Agreement covers the following software modules:

Product Description including modules	Number of Licences	Licence Fee
English version of PTV Vision® Transportation Planning Suite, size FN	1	EUR 48.245,00
VISUM, GIS-Interface, Junction Editor, Vissim Interface, Subnetwork Generator, TFlow Fuzzy, Line Costing Calculation (LLE), Calendar, SVG Export, Graphical Time Table Editor, SQL Interface, Google Transit Importer		
Maintenance contract for 3 years (until 31. December 2015) included		
Software training (2 days for 2 people) included		
Licence ID: 900304001		
Licence fee excl. VAT		EUR 48.245,00

3. Maintenance for Visum license

This offer covers maintenance and update services for the period after the first three years (until 31 December 2015) included. The first invoice will be issued in January 2016. Maintenance services contain continuous updates of the software plus hotline support services. The annual cost is 12% of the licence fee.

Product Description including modules	Number of Licences	Annual Fee
PTV Vision® Transportation Planning Suite, size FN	1	6.203,00
VISUM, GIS-Interface, Junction Editor, Vissim Interface, Subnetwork Generator, TFlow Fuzzy, Line Costing Calculation (LLE), Calendar, SVG Export, Graphical Time Table Editor, SQL Interface, Google Transit Importer		
Total fee excl. VAT		6.203,00

This Agreement, including the General Conditions, has been signed in six copies, of which PTV Austria Planung Transport Verkehr GmbH has taken one and BKK Budapesti Közlekedési Központ Zártkörűen Működő Részvénnytársaság has taken five copies.

SIGNED on behalf of PTV Austria Planung Transport Verkehr GmbH by:

Wien, 08.10...... 2012

SIGNED on behalf of LICENSEE:

Budapest, 27.05...... 2012

Budapest, 22.09...... 2012

General Conditions Licence Agreement

The terms and conditions below are valid only upon signature of this document by LICENSEE.

1. Licence grant

1.1. Software with Dongle ID 900304001

LICENSOR hereby grants LICENSEE rights to use the software on a specified number of workstations. The Software can only be used together with the hardware key supplied by LICENSOR. Actions taken with the purpose to use the Software without a hardware key are prohibited.

1.2. LICENSOR grants to LICENSEE a non exclusive right and Licence to use the Software, documentation and information. The right is non transferable and valid for an undefined period of time until terminated in accordance with the terms hereof. The Software and the hardware key must be returned to LICENSOR if this Agreement is terminated. LICENSEE acquires rights to use the Software, but does not acquire any rights of ownership.

1.3. LICENSEE agrees not to decompile, disassemble or modify the source code of the Software.

1.4. LICENSEE may not sell the Software to third parties neither in whole nor as a part or as a part in other applications or combined with other applications.

1.5. Software may not be utilised by a third party without a written authorisation from LICENSOR. LICENSEE further agrees to take reasonable precautions to prevent any unauthorised use, disclosure or publication of the Software.

1.6. LICENSEE may copy the Software for archival or backup purposes only. All copies of the Software are subject to the conditions of this Agreement. LICENSEE is responsible for storage of the Licence.

1.7. If the LICENSEE loses a hardware key, he will be charged for a replacement hardware key that will be sent only after the LICENSEE declares such a loss in a written statement.

1.8. If the LICENSEE requires a replacement of a hardware key, damaged by a computer, the LICENSOR will replace the destroyed key within two weeks from receiving the destroyed key. In this case the LICENSEE will be charged only for the transport fee.

2. Payment

2.1. The invoice will be sent together with the software.

2.2. VAT is not included in the Licence fee and the terms of payment are 30 days net. Overdue payments are charged a penalty fee of 2 % per month.

2.3. The terms of delivery are CPT (carriage paid to), by mail, to LICENSEE.

3. Term & Termination

3.1. This Agreement is valid only after it has been signed by both parties, one complete signed set has been returned to LICENSOR and the Software has been delivered to the LICENSEE (Refer to shipping date).

3.2. LICENSOR can terminate this Agreement by a written notice if LICENSEE breaches this Agreement and fails to correct the breach within 30 days.

3.3. The rights granted can be terminated at any point, for any reason by returning to LICENSOR the Software, hardware key and a written certification by an authorised representative of the LICENSEE certifying that all copies of the Software has been returned to LICENSOR.

4. Warranties

- 4.1. LICENSOR guarantees the condition of the storage media containing the Software for 90 days after delivery. LICENSOR will replace a damaged storage media free of charge. LICENSOR also guarantees that the safety precautions necessary have been taken to make sure that nor the software itself or its storage media contain any viruses.
- 4.2. LICENSOR is not responsible for results generated by the Software. LICENSEE has full responsibility for the use and implementation of results.
- 4.3. LICENSOR can not be held liable for any damages caused by using the Software. LICENSEE agrees that in no event shall LICENSOR be held liable for special or incidental damages, including loss of profits or other economic loss.

5. Commitments by the LICENSEE

- 5.1. LICENSEE must make sure that users acquire the appropriate training in the Software as advised in writing by LICENSOR prior to the date hereof.

6. Training & consulting services

- 6.1. LICENSOR will offer consulting services if ordered by the LICENSEE.
- 6.2. Training is provided as basic training sessions or scheduled on request. Two days Training for two persons is included in this Licence agreement.
- 6.3. If training is held at LICENSEE's premises, LICENSEE must provide an environment suitable for training. When training is held at LICENSOR's premises, LICENSOR is responsible for equipment and office space.

7. Limitation of Liability

- 7.1. In no event will LICENSOR be liable for any special, incidental or consequential damages arising out of the use, modification or inability to use the PTV software or for any damages whatsoever.

8. Force Majeure

- 8.1. Both parties shall not be liable for any failure or delay in performing its obligations due to Force Majeure or due to other circumstances beyond his or her control.

9. Miscellaneous

- 9.1. LICENSEE may not transfer this Agreement to a third party without written approval from LICENSOR.
- 9.2. Maintenance, upgrades and support is provided according to the below written terms and conditions for PTV Vision Maintenance Services.
- 9.3. LICENSEE without maintenance agreement will be charged for upgrades and will be charged for support at an hourly-based rate.

10. Governing law

- 10.1. This Agreement shall be governed and enforced by Austrian Law. For any disputes from this Agreement, the place of execution and place of jurisdiction shall be Wien, Austria.

General Conditions for PTV VISION Maintenance Services

11. Description of Maintenance Services

11.1. During the term of this Agreement, PTV (LICENSOR) will provide the following services (collectively the MAINTENANCE SERVICES):

- ▶ **Maintenance:** Maintain the covered software in good working order. Good working order shall mean that the covered software is free from material defects so that it functions properly in a way that it is fit for its deployment in practice.
- ▶ **Updates:** Provision of software updates and service packs to LICENSEE. Updates will be provided on an as-available basis via web services (e. g. in case of service packs) or via data medium. As a rule, LICENSEE shall receive one release per year.
- ▶ **Hotline:** Provision of a support center hotline providing assistance related to the covered software. The support center hotline operates during PTV's working hours, 9am–4pm, Monday through Friday, excluding public holidays in Baden-Wuerttemberg, Germany. To contact the Hotline LICENSEE shall preferably use the following link: www.ptv-vision.com/hotline. Alternatively, LICENSEE may use the Phone Support Hotline. Only such employees of LICENSEE can make use of the hotline that have taken the Basic Training Course or that have proficient knowledge of PTV Vision.

11.2. Upon receipt by PTV of notice through the hotline support center of a malfunction, error, nonconformity or defect in the covered software, LICENSOR will provide a response by a qualified member of its staff to begin to diagnose and to correct a problem as soon as reasonably possible. As a rule, LICENSEE shall receive a response within two working days.

11.3. LICENSEE and LICENSOR may agree on on-site support. Tasks performed under on-site support include, but are not limited to, problem diagnosis and resolution as well as interfacing with LICENSEE personnel on performance issues. Such support is charged separately at a daily based and previously agreed upon rate. In addition, LICENSEE agrees to reimburse LICENSOR for reasonable travel costs and expenses related to the performance of the on-site service. LICENSOR will provide written evidence of the same to the LICENSEE.

11.4. Regarding new software deliveries (software and documentation), LICENSEE obtains analogue rights to those acquired with the initial purchase. For the LICENSEE, the rights on the new object of agreement become effective upon receipt. As soon as LICENSEE takes a new version in operational use, all rights regarding operational use of previous versions expire.

11.5. As intended, the use of the PTV Vision software is for LICENSEE's own purposes only. LICENSEE may not make available products in whole or in part to others without the prior written consent of LICENSOR, especially not via network technology such as the Internet. Backup copies of the software are only to be produced for

security and storage reasons. The objects of this Agreement and respective copies are to be dealt confidentially; the latter are to be furnished with PTV's copyright.

- 11.6. Bugs are only fixed in the latest program versions. Minor errors, which are not leading to substantial dysfunctions at the LICENSEE, will be removed by LICENSOR within the regular software version management. LICENSOR shall have no further responsibility for supporting and maintaining prior releases. Warranty claims LICENSEE may have on the basis of a software purchase contract remain unaffected.

12. Payment

- 12.1. The maintenance fee is to be paid in advance of the respective support period and is paid on an annual basis.
- 12.2. On-site support will be invoiced immediately.
- 12.3. VAT is not included in the fees provided in this agreement. Terms of payment are 30 calendar days net from receipt of invoice.

13. Term & Termination

- 13.1. This Maintenance Agreement is valid at least one (1) year after starting date and will be prolonged automatically by another year at anyone time unless terminated one (1) month in advance. Payment obligation for the maintenance starts with the date indicated.
- 13.2. The right of both parties to terminate this agreement for cause remains unaffected. Each and every termination of this agreement has to be announced with specification of the grounds and with reasonable notice for rectification (usually at least 1 month), and may only be announced within 1 month of expiry of a set period. A party which is wholly or predominantly responsible for the impairment may not require rescission of contracts.

14. Commitments by the LICENSEE

- 14.1. LICENSEE will provide a remote access, via which – in case of failure - the LICENSOR will have the possibility to access to the computer system or to remote maintenance.
- 14.2. LICENSEE will take care for daily data back-up to avoid loss of data in case of failure or before installing service packs, updates or new releases.
- 14.3. LICENSEE shall make sure that users acquire the appropriate training needed.
- 14.4. LICENSEE may use the services described herein only by making reference to the authorized support contact. All such reports, requests and problem solutions will be made through authorized persons (up to two per site), who may be changed by LICENSEE after attending a training. An authorized person must have acquired the appropriate training from PTV and must have access to the necessary PTV documentation provided by PTV. The LICENSEE authorized support contacts are automatically identified after training courses with the receipt of a certification.

- 14.5. Inaccuracies, non-reproducible problems, errors and support questions must be described thoroughly.
- 14.6. When possible, examples and data of errors or problems must be made available to LICENSOR.

15. Limitation of Liability

In no event will LICENSOR be liable for any special, incidental or consequential damages arising out of the use, modification or inability to use the PTV software or for any damages whatsoever.

16. Transfer to a Third Party

LICENSOR is entitled to transfer this Agreement including all rights and obligations to a third party without LICENSEE's consent. LICENSOR shall announce such a transfer in writing four (4) weeks in advance. If LICENSEE does not agree with a transfer, it may terminate this Agreement with immediate effect. Notice of termination has to be issued in writing. If LICENSEE avails itself of its termination right, LICENSOR shall refund to LICENSEE remuneration payments rendered in advance on a pro rata basis.

17. Possible Amendments

LICENSOR is entitled to amend this agreement. LICENSOR shall announce such an amendment to LICENSEE in writing. The amendment will be deemed agreed unless LICENSEE raises objections in writing within 4 weeks of receipt of the announcement. In the announcement LICENSOR shall point out to LICENSEE the deadline and the legal consequences of failure to observe it.

18. Governing Law

This Agreement shall be governed and enforced by Austrian Law. For any disputes from this Agreement, the place of execution and place of jurisdiction shall be Vienna, Austria.

I have read and understood the terms and conditions described in this enclosure.

Budapest, 27.03.2012

Budapest, 27.03.2012