

Terms of cooperation for GS1 Member Organizations pertaining to the use of GS1 Logger for Staff application

GS1 MAGYARORSZÁG Nonprofit Zrt. as the copyright-holder [hereinafter referred to as GS1 Hungary] and the **GS1 Member Organization** [hereinafter referred to as Member Organization] [together hereinafter referred to as Parties] mutually accept the following as governing terms and conditions of the legal relationship between them pertaining to the use of GS1 Logger for Staff application.

1. GS1 Logger for Staff application enables the verification of the legality of the use of GS1 System elements including the GS1 identifiers licensed by GS1 Member Organizations, through reading the barcodes placed on products or on the packing of products and through the transmittance in the form a report, the data gained by the reading, through the download of the data on the read barcode from the GEPIR system available to the GS1 Member Organizations. GS1 Hungary as the operator of database containing the closed reports and data relating to GS1 Logger for Staff application [hereinafter referred to as report database], organizes into database the reports forwarded to it, adds further data in accordance with the present Terms of Cooperation and with the relating documents, and provides access to this database to for the appropriately licensed users.

2. GS1 Hungary as the member of the GS1 Community is committed to making available the results of its developments to the GS1 Community and the national Member Organizations of GS1 in accordance with the base principles of GS1 global organization and the GS1 Intellectual Property Policy. As the first step of this procedure GS1 Hungary provides a possibility to the GS1 Member Organizations to take part in the testing of GS1 Logger for Staff application with the approval of GS1 Head Office and in accordance with the present Terms of Cooperation. GS1 Hungary intends to disclose into common knowledge within the GS1 Community the test results of GS1 Logger Application after the closure of the testing period. On 16 June, 2012 the cooperation of GS1 in Europe voted to accept continued joint testing of GS1 Logger for Staff application as one of its projects of 2012.

3. GS1 Hungary and the further GS1 Member Organizations proceed as equal partners in order to realize of the purposes of GS1 Member Organizations and GS1 Community, and to the support of the member organizations' efficient operations. By acceptance of the present Terms of Cooperation by the Member Organization a License and Cooperation Agreement pertaining to GS1 Logger for Staff Application is concluded by and between GS1 Hungary and the Member Organization, in which GS1 Hungary gives a free license for the Member Organization to the use of the testing of GS1 Logger Application and the report database in accordance with the present Terms of Cooperation and its appendices. The License and Cooperation Agreement enters into force on the day of the acceptance of the present Terms of Cooperation by the Member Organization.

4. By agreeing to this Terms of Cooperation the Member Organization is entitled to take part in the testing of GS1 Logger for Staff application and the report database. Based on this entitlement the Member Organization itself is entitled to register end users within its own organization or is entitled to authorize end users within its own organization to register for the purpose of using the reports database, thereby enabling them to effectively use the GS1 Logger for Staff application to be downloaded, installed and used by such end users. With the abovementioned declarations and actions the Member Organization based on the license provided to it, allows GS1 Hungary to grant license to the end users within the Member Organization's own organization, at the same time upholding the Member Organization's own rights and liability. This provision does not

exclude that GS1 Hungary in case of violation of law, may enforce a claim also directly against the end user acting illegally. The registration of the end users and the permit of registration is free of charge both on the side of the Member Organization and GS1 Hungary, hence pecuniary consideration from the end user shall not be stipulated and shall not be accepted.

5. In the relation of the present Terms of Cooperation end-user within the organization shall mean any persons who has established employment or other work-related permanent legal relationship with the Member Organization, based on which they are entitled, in accordance with the provisions of the Member Organization's bylaws and the legal rules, to proceed in order to check the legality of the use of the GS1 System's elements, including access to the GEPIR network.

6. GS1 HUNGARY calls Member Organization's attention that personal data will be recorded in the course of the registration of end-users and such data shall be managed during the use of the application. In compliance with the relevant rules of its own legal system, Member Organization undertakes to obtain permission to record and manage data from users registered or permitted by Member Organization; furthermore to provide information on the place and way of use of such data; to inform end-users about availability of the terms and conditions and other legal criteria (Terms of Use: End User License Agreement, GS1 Logger for Staff Privacy Policy, Privacy Policy and Terms and Use set forth by Google Inc.) applicable to them. GS1 HUNGARY shall provide the Member Organization with necessary information, such information being contained in the Terms of Use: End User License Agreement.

7. GS1 HUNGARY and the Member Organization declare that they acknowledge and respect the basic principles of GS1 Community hence they cooperate in all aspects in the course of the performance of the present contract relating the testing of GS1 Logger for Staff application in order to advance the highest standards available of the future utilization thereof. Within the frame of their cooperation GS1 HUNGARY and the Member Organization undertake to mutually share their experience gained in the course of the testing of GS1 Logger for Staff application, including that they share their proposals relating the improvement of the application, they notify each other about the results of the testing. Following the closure of the testing period GS1 HUNGARY will summarize the experiences and proposals of the individual Member Organizations and inform all Member Organizations participating in the cooperation relating to the testing.

8. In the course of testing the application, Member Organization shall use the application and the report database exclusively for the inspection of the use of the GS1 identifiers in accordance with its proper use and with the exclusion of any kind of commercial or business use. The application provides specific way of access to the GEPIR network. Member Organization may gain and maintain access to the GEPIR network not operated by GS1 HUNGARY on the basis of the relevant contract. Execution and maintenance of the present contract shall not substitute for the execution and maintenance of contracts providing access to the GEPIR network. The GS1 Logger for Staff application shall not be used in such manner that would breach the contract providing access to the GEPIR network or harm the purpose of the restrictive provisions thereof. Member Organization shall be liable for any and all incidental and unexpected infringements.

9. In the course of testing the application, data obtained from the GEPIR by Member Organization enabled to access thereto, may be used in accordance with the requirements of proper use. Nevertheless GS1 HUNGARY excludes all liability for the result of such use, and

assumes no warranty and does not guarantee the accuracy and adequacy of data accessible through the GEPIR network.

10. The Member Organization agrees that, in the course of use of GS1 Logger for Staff application, itself and users registered or authorized to register by it shall carry out the inspection of the use of GS1 identifiers in full compliance the legal rules and contractual terms applicable to them.

11. GS1 HUNGARY hereby represents that it has concluded contracts with Apple Inc. and Google Inc. in order to create and make available the GS1 Logger for Staff application. Parties conclude the cooperation and license agreement pursuant to present Terms of Cooperation with regard to the above. While performing their obligations hereunder, Parties shall mutually cooperate so that GS1 HUNGARY shall be able to meet its contractual obligations with regard to Apple Inc. and Google Inc. For this purpose the Member Organization represents that it is aware of the content of and subject itself to the „Terms of Use: End-User License Agreement” – which forms the part of and the inseparable appendix of the present Terms of Cooperation – and the provisions of the additional documents referred thereto; the Member Organization shall ensure that users registered or authorized to register by it act in full compliance therewith; and the Member Organization assumes all liabilities for breach of contract of users registered or authorized to register by it, as for actions of its own. This provision does not exclude that GS1 Hungary in case of violation of law, may enforce a claim also directly against the end user acting illegally or in breach of contract. Matters related to the use of the GS1 Logger for Staff Application and report database, which are not regulated by the present Terms of Cooperation shall be governed by Terms of Use: End-User License Agreement and by the provisions of the additional documents referred therein.

12. The GS1 Hungary and the Member Organization conclude the cooperation and license agreement according to this Terms of Cooperation regarding the use of the GS1 Logger for Staff application for a definite period of time, until the 24th of November 2012. The definite period of time may be extended unilaterally by GS1 Hungary until 31 December, 2012. After the end of the testing period and in case the Parties do not conclude a new contract the license will be repealed in relation of both the Member Organization and the third persons entitled to use based on the permit given by the Member Organization. Within the specified-term of validity and in case of a serious breach of contract of the Party, the other Party is entitled to terminate the cooperation and license agreement in accordance with this Terms of Cooperation without notice; either Party is entitled to terminate this Terms of Cooperation without cause, the notice period of 15 days; additionally the cooperation and license agreement shall be terminated in case the contract between the GS1 Hungary and the Apple Inc. is terminated. GS1 Hungary reserves the right to extend, enhance, or otherwise modify or change, suspend, remove or disable access to the GS1 Logger for Staff application or to the reports database or any individual feature or function thereof at any time without notice, especially in the case when it is necessary to fulfill its contractual obligations. GS1 Hungary is entitled to modify or amend the present Terms unilaterally by publishing thereof on the following website:

<http://gs1logger.gs1hu.org/>

The modification or amendment of the present Terms does not require the expressed acceptance of the Member Organization. The modification or amendment thereof shall take effect on the

15th day from the abovementioned publication. If the Member Organization does not accept the abovementioned modification or amendment, it is entitled to terminate the present Terms according to the rules of termination set forth herein. In absence thereof the modification or amendment shall be deemed as accepted.

The above right of unilateral modification shall extend, in particular, but shall not be limited, to extensions of the definite period referred to and to changes introduced on account of changes in GS1 Hungary's own compliance obligations, whether statutory or contractual in nature.

GS1 Hungary may not, however, unilaterally impose an obligation to pay any charges of fees for use of the application without written acceptance of the same, or to withdraw or revoke a license retrospectively.

13. The Contract concluded by the acceptance of this Terms of Cooperation and the legal relationship between the Parties shall be governed by the Hungarian law.

14. The Parties agree that, should a legal dispute arise between them, they shall primarily attempt to settle it by negotiation. Should this bear no fruit, for the settlement of any dispute relating to the present Terms of Cooperation, its breach, termination, validity or interpretation the Parties submit to the exclusive jurisdiction of the Hungarian Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, the Court of Arbitration shall proceed in accordance with its own rules of procedure. The Hungarian Law shall be the applicable law. The language of the procedure shall be the Hungarian language. The number of arbitrators shall be three.