

# Specification of Services Agreement

<b>Subject Matter</b>	Shipment Tracking Subscribe API
<b>Licensor</b>	Lufthansa Cargo AG, Frankfurt Flughafen, Tor 21, Geb. 322, 60546 Frankfurt am Main, Germany („Lufthansa“ or „Licensor“)
<b>Licensee</b>	Licensee shall be in the event of (i) a natural person, the individual, or (ii) a company, cooperation, legal entity or other legal body, the company, cooperation, legal entity or other legal body, as identified through and by the completion of the register form at <a href="https://lufthansa-cargo.com/de/dev-register-for-a-key">https://lufthansa-cargo.com/de/dev-register-for-a-key</a> . In case of (ii), you herewith confirm of being a duly authorized representative to conduct this registration process on behalf of the identified company, cooperation, legal entity or other legal body.
<b>Purpose</b>	The purpose of the Shipment Tracking Subscribe API is to enable a receiving of shipment status updates automatically out of the Licensee’s application upon the integration of the API into the Licensee’s application. (“Purpose”)

## General

This *Specification of Services Agreement*, “**SSA**”, as well as the *General Terms and Conditions for the use of the Lufthansa Cargo API*, “**GTC**” (attached hereto), shall define the scope of use of the Subject Matter and the Purpose (both as defined above). Definitions set forth in the GTC shall apply to this SSA, too.

In the event of a conflict between a term set forth in this SSA and a term set forth in the GTC, the term set forth in this SSA shall prevail.

For using the service and/or deliverable contemplated hereunder, Licensee is required to complete the registration form provided at the [Developer Portal](#) by entering the relevant information as well as to accept this SSA and the underlying GTC. Upon completion of the registration, Lufthansa will send an e-mail-notification to Licensee upon which Licensee will be permitted to use the service or deliverable in accordance with the above said terms and conditions. Lufthansa will not provide the API-Key (means the unique security keys, secrets, tokens, passwords or other credentials used for accessing the Service and managing your account) and End-Point (touchpoint of the external communication request in Lufthansa IT architecture) to Licensee prior Licensee has completed to above described registration process.

## Service Details Shipment Tracking Subscribe API

The Licensee receives access to the Shipment Tracking Subscribe API for the purpose of integration of the Shipment Tracking Subscribe API into the Licensee’s application for enabling the Licensee’s application to (technically spoken) subscribe for shipment updates for an AWB and get updates automatically when the shipment was updated in Lufthansa Cargo’s applications.

Upon Lufthansa and Licensee agreed on this SSA, including the subordinated GTC, the Licensee will receive the detailed documentation of the API services in a separate file forwarded in an e-mail from Lufthansa.

## **Lufthansa herewith informs the Licensee that**

- (i) the Shipment Tracking Subscribe API is and will always remain subject to changes, updates or any other kind of modification (together the “modifications”) from time to time which will be done at Lufthansa’s discretion, and
- (ii) such modifications may require that the Licensee will have to take measures to integrate the modified Shipment Tracking Subscribe API into its application as, for instance, its application is no longer compatible with the modified Shipment Tracking Subscribe API, and
- (iii) Lufthansa does not offer and will not be obliged to bear or reimburse associated costs or efforts incurred by Licensee in context with the above.

Additionally, Lufthansa herewith informs the Licensee that Lufthansa will not be obliged to advice, instruct or otherwise support the Licensee with regard to any work to be done to implement or integrate a modification of the Shipment Tracking Subscribe API into its applications, save of Lufthansa’s offer to make available an updated version of the Shipment Tracking Subscribe API documentation to Licensee.

## **Licensee acknowledgements and obligations**

Licensee acknowledges the following aspects of use of API and data:

The Lufthansa API reflected hereunder will be provided on best effort basis. Lufthansa does not provide any service level for its API, in particular but not limited to, Lufthansa disclaims any obligation to ensure availability or usability of its API.

Any support, which Lufthansa may provide in context with its API, shall always be understood as voluntarily and shall therefore in no event constitute any right or claim of Licensee to obtain support.

Any data or information accessible through the Lufthansa API will be provided on best effort basis. Lufthansa does not provide any service level for such data, in particular but not limited to, Lufthansa disclaims any obligation to ensure availability or usability of data provided by its API.

Further, any data or information accessible through the Lufthansa API will be provided “as is”. Lufthansa shall have no obligation to ensure accuracy or correctness of such data and shall have no obligation to deliver the data in a certain format.

The API-Key as well as the End-Point provided by Lufthansa to Licensee are dedicated for the use by Licensee (in the event Licensee is a legal person, its employees), only.

For IT security reasons determined by Lufthansa, Lufthansa reserves the right to replace the Key once provided to the Licensee with another Key at any time. Licensee acknowledges and agrees that such replacement may interrupt the Licensee’s access to the API services and that it will require measures in the existing integration of the API into the Licensee’s application. Licensee further acknowledges and agrees, that Lufthansa does not offer and will not be obliged to bear or reimburse associated costs or efforts incurred by Licensee. Lufthansa will inform the Licensee soonest possible about the pending Key replacement per e-mail and will provide the Licensee the new Key per e-mail soonest possible.

Lufthansa reserves the right, at any time and its sole and exclusive discretion, to constantly inspect the chosen authentication method and, if necessary, to adapt to a more state-of-the art one. In such event, the Licensee will be informed about the change in advance per e-mail. Licensee further acknowledges and agrees, that Lufthansa does not offer and will not be obliged to bear or reimburse associated costs or efforts incurred by Licensee.

Lufthansa reserves the right, at any time and its sole and exclusive discretion, to temporarily suspend or permanently stop data flows through its API.

Licensee acknowledges and agrees to use data provided through the Lufthansa API only for the Purpose contemplated and exclusively defined and agreed herein.

Licensee further acknowledges and agrees that the given option to use the Lufthansa API as well as the data provided by Lufthansa through its API shall not entitle Licensee to represent Lufthansa or Lufthansa Affiliates or otherwise act on behalf of Lufthansa or Lufthansa Affiliates. Any deviation of the foregoing,

e.g. Licensee's authorization to act as a re-seller or as an agent of Lufthansa, shall require a written agreement between Lufthansa and the Licensee which expressly authorizes Licensee to represent or act on behalf of Lufthansa or a Lufthansa Affiliate.

Any service or deliverable provided by Lufthansa to Licensee (other than those governed by this SSA) will be subject to and by governed by the respective terms and conditions of Lufthansa available at [lufthansa-cargo.com](http://lufthansa-cargo.com).

### **Term, Termination; Fees**

This SSA shall enter into effect upon Licensee has used the API-Key and accessed the End-Point provided by Lufthansa to Licensee and shall remain in full force and effect for an indefinite period of time.

Either Party may terminate this SSA for convenience by serving three (3) months prior written notice (e-mail shall be sufficient). Either party's right to terminate this SSA for cause shall remain unaffected hereof.

Upon this SSA terminated, Licensee shall in particular cease to use the Lufthansa API and data provided thereunder.

Lufthansa may, at its sole discretion, decide to charge the use of its API and/or data provided thereunder. In such event, Lufthansa will terminate this SSA in accordance with the forgoing and make available the then applicable fees and charges.