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To the attention of Bertrand Minary, UIC Director of Passenger Department

Subject: Supply of Data Provider's Raw Timetable to the MERITS tool, designed and managed by UIC.

Following all previous understandings and negotiations concerning the supply of Data Provider's Raw Timetable to MERITS, the following Agreement is proposed and agreed.

DATA PROVIDER AGREEMENT

BETWEEN

..... [please fill the empty space with the information related to the Data Provider]

("Data Provider");

AND

Union Internationale des Chemins de fer ("UIC"), whose head office is in 16 rue Jean Rey, 75015 Paris (France), VAT number FR 43784601841, represented by Mr François Davenne, Director General of Services,

hereinafter jointly referred to as the "Parties" and individually as the "Party".

WHEREAS

- UIC is the worldwide professional association representing the railway sector, promoting rail transport, encouraging technical cooperation amongst railways, coordinating the

sector's position with the supply industry, developing needs in order to draw full advantage of potential interest to railway companies.

- UIC is managing MERITS (Multiple East-West Railways Integrated Timetable data Storage), which is the tool designed by UIC to make available to all interested Users timetable data referred to several carriers (including the Data Provider) after a quality check and integration procedures performed by UIC;
- in order to perform such quality check and integration procedures – thus allowing an exact matching of the relevant timetable data (e.g. for cross-border trains) through the reconstitution of the whole itineraries – UIC needs the Data Provider to send its own Raw Timetable to MERITS in compliance with this Agreement and eventually to authorize UIC to license the resulting Products to all interested Users – regardless they are UIC members – while charging the relevant fees for decreasing the cost associated to the management of MERITS;
- for that purpose, the Parties agreed on new MERITS management rules and on the terms and provisions set forth in the present Agreement, which supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter, including any former MoU or other terms or agreements that may be bundled with the previous MERITS management;

therefore, the Parties agree and stipulate the following.

Article 1

PREAMBLE AND ANNEXES

- 1.1 The preamble and the annexes constitute an integral and substantial part of this Agreement.
- 1.2 The present Agreement supersedes any former MERITS MoU and all the obligations that UIC may claim towards the Data Provider and – if different – the UIC member affiliated to the Data Provider, or the person the Data Provider is affiliated to, who signed such MERITS MoU.

Article 2

DEFINITIONS

- 2.1 In this Agreement, the following definitions apply:
 - **“Confidential Information”** means information that one Party or an affiliate discloses to the other Party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party;
 - **“MERITS”** (Multiple East-West Railways Integrated Timetable data Storage) means the tool, in line with the definition of “database” as defined in Directive 96/9/EC and in the French law of 1 July 1998, designed by UIC to make available to all interested

- Users timetable data referred to several carriers (including the Data Provider);
- **“Product(s)”** means any content of the Integrated Timetable that can be delivered to Users;
 - **“GTC”** means the general terms and conditions of the license granted by UIC to Users;
 - **“Raw Timetable”**: timetable data sent and updated by the Data Provider to MERITS, in the standard format foreseen for the MERITS data exchange (either under EDIFACT or PIVOT format) and according to the requirements set forth in the attached Annex 1, before the quality check and integration procedures performed by UIC; it may include data, images, text, materials and other content related to Data Provider’s services, offerings, as well as any updates, enhancements or modifications thereto;
 - **“Integrated Timetable”**: the MERITS data after the quality check and integration procedures performed by UIC;
 - **“User(s)”** means all the users of the Products (UIC members, public entities, GDSs and other technical providers, ticket vendors and other distributors, apps developers, etc.), having approved the specific license agreement and accepted the GTC;
 - **“Data Provider”** is the carrier that – similarly to other carriers signing agreements such as this Agreement, allows UIC to design MERITS using the carrier’s Raw Timetable and eventually to license any Product(s) to Users.
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2.2 In this Agreement, “including” means “including but not limited to”, and the examples provided are only illustrative and not the sole examples of a particular concept.

Article 3

PURPOSE

- 3.1.** The Data Provider grants to UIC a non-exclusive, revocable, subject to payment and worldwide license to:
- a) host, copy, use, reproduce, perform, display Raw Timetable and store the relevant data in MERITS;
 - b) enhance, modify, adapt, transform, develop, create derivative from the Raw Timetable or any part of it, for the sole purpose of creating Integrated Timetable which would be made available to Users as Products; for avoidance of doubt, such activities will not modify the content of the information with respect to the Raw Timetable without the written permission of the Data Provider; in addition, UIC shall not alter data uploaded by the Data Provider and shall publish only official timetable data.
 - c) give Users access to the Integrated Timetable, allowing them to use the Products in compliance with the GTC.
- 3.2.** Data Provider also grants UIC a non-exclusive and non-transferable license to use, reproduce, and display the Data Provider trademarks and logos solely in connection with the Raw Timetable, including without limitation, marketing and promotional materials. All uses of the Data Provider trademarks, including any goodwill associated therewith, shall inure to the benefit of the Data Provider.

- 3.3** Except for the licenses expressly set forth herein, the Data Provider will retain all of its property, rights, title and interest of the Raw Timetable, its trademarks and logos. Subject to the license granted by the Data Provider in paragraph 3.1 above, UIC will retain all of its right, title and interest in modifications and additions thereto and derivative works thereof and any Products, as well as any other services, software or data with which MERITS data are combined. Save what expressly set forth herein, no other licenses or rights are granted or to be implied.

Article 4 PAYMENTS

- 4.1** For the obligations of this Agreement, UIC undertakes to pay the Data Provider a forfeit amount of one euro (1/00) per year.
- 4.2** The settlement will be made via bank transfer within six months from the date of the Data Provider invoice for the relevant amount.

Article 5 DELIVERY OF RAW TIMETABLE, UPDATES AND QUALITY

- 5.1** The delivery of Raw Timetable shall be done by the Data Provider – directly or through another natural or legal person acting in the name and on behalf of the Data Provider – in accordance with the quality conditions laid down in the attached Annex 1 and with the following rules:
- At least once a year, the Data Provider (or its representative as above) will electronically deliver its own Raw Timetable according to the UIC leaflet 916-1 format (Implementation guide for EDIFACT messages covering timetable data exchange), and will make it available as soon as practicable, but in any event by:
 - ten weeks prior to the date of the next timetable change (applicable to yearly update schedules);
 - the minimum booking time applied by the Data Provider (applicable to shorter update schedules).
 - The Data Provider (or its representative as above) will provide UIC with updates of Raw Timetable as frequently as necessary to ensure that UIC has always the most updated information: hence, any schedule change must be reported to the UIC Data Manager.

In order to ensure the integrity of data, the Data Provider commits to provide Raw Timetable directly sourced from its own booking system into MERITS, without interventions of any intermediate third or affiliate party. Should those interventions be required for technical reasons – and subject anyway to the approval of UIC – they will be deemed as exceptions, which in no case will be able to limit the responsibility of the Data Provider at this regard.

- 5.2** Raw Timetable shall be accurate and consistent at all times, according to the content of Annex 1; therefore, the Data Provider is obliged to keep aligned the data sent to MERITS to the ones loaded on its own booking system. UIC shall verify the Raw Timetable accuracy and correctness through a specific quality

check, which may result in returning some data to the Data Provider for their correction or adaptation. Should this occur, the Data Provider is obliged to proceed as soon as possible to the requested correction or adaptation and to update its own database in a way that no discrepancy occurs between MERITS and the Data Provider booking system. This process will lead to a subsequent – and eventually to a final – delivery of the correct Raw Timetable release to UIC.

Article 6

TERM AND TERMINATION

This Agreement will commence on --/--/---- and continue for a period of three years, after which it will automatically renew once only – being any further automatic renewal expressly excluded – for the same period of time, unless and until it is terminated earlier by (a) either Party upon written notice of non-renewal to the other Party at least 6 months prior to the expiration of the current term; or (b) either Party immediately upon written notice to the other at any time if: (i) the other Party is in material breach of any terms or provisions of this Agreement and fails to cure that breach within thirty days after written notice of that breach; (ii) the other Party is unable to meet its obligations under this Agreement for more than thirty (30) days due to force majeure.

Upon any terminations of this Agreement each Party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except what related to Confidential Information.

For the sake of clarity, the licenses granted to UIC herein will survive any termination of this Agreement and UIC will have the right to continue to exercise the rights granted in Article 3, with any Raw Timetable received prior to the date of termination, until the licenses granted by UIC to Users expire. Neither Party will be liable to the other for damages of any sort solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy of either Party.

Article 7

SUPPORT

The Data Provider commits to address and resolve any errors or flaws in the Raw Timetable as soon as possible, and in any case not beyond twenty days of the notification from UIC.

Neither Party is responsible for supporting the other Party's customers (i.e. all passengers for the Data Provider and all Users for the UIC), and each Party remains responsible (at its own cost) for providing support to its customers, for its own products and services, in compliance with its general practices.

Article 8

AUTHORITY AND DATA SOURCE

Both UIC and the Data Provider shall make their best efforts to ensure the security of data flows between their respective information systems.

In connection with the Raw Timetable, the Data Provider confirms that: (a) it has the power and authority to enter into this Agreement and to grant UIC the rights granted herein; (b) the Data Provider will enforce any measure in its power that data delivered to MERITS will not contain any viruses, spyware or other harmful code or materials.

Article 9
LIABILITY

Each Party shall be liable for any damage resulting from the performance and/or non-performance of its respective obligations under this Agreement, whether said obligations be performed by its own or by any natural or legal person acting on its behalf.

Each Party shall bear the financial consequences related to any bodily injury or tangible damage that may occur to third parties as a result of – or in connection with – the performance of the Agreement.

Each Party undertakes to obtain all the legal and administrative authorizations required for the performance of the Agreement.

Article 10
UIC TRADEMARKS AND LOGOS

The Data Provider will not use UIC and/or MERITS trademarks, service marks, trade names, logos or other commercial or product designations for any purpose without UIC's prior written consent.

Article 11
MISCELLANEOUS

11.1 Any communication, unless specific submission procedures will be established by the Parties, must be sent via e-mail to the address indicated below:

- for the Data Provider
- for UIC, Fabrice SETTA, Senior Advisor Passenger Transport (MERITS@uic.org)

Such communication would be considered received and acquired when arrived at the address mentioned above.

11.2 This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns, provided that any assignment requires the prior written consent of the other Party. The Parties are independent parties and do not have any right, power or authority to contract on behalf of or bind the other Party. This Agreement is executed and entered into by UIC and the Data Provider solely for their benefit, and no other party (including without limitation any individual employee, officer, director, contractor or agent of either party) shall be entitled to any of the benefits hereof, or shall have any rights hereunder.

11.3 If a Party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): a) that Party will give written notice to the

other Party within thirty days after the change of control; and b) the other Party may immediately terminate this Agreement any time between the change of control and thirty days after it receives that written notice. This Agreement may be signed electronically or digitally, as well as executed in counterparts, and in each case this Agreement and its counterparts shall be deemed an original and all of which together shall constitute one and the same document. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, including any former MoU and any online, click-wrap, click-through, or other terms or agreements that may be bundled with the previous MERITS management. No amendment to or modification of this Agreement will be binding unless agreed in writing by an authorized representative of each Party.

Article 12

CODE OF ETHICS

UIC undertakes to comply with the principles and the rules of the Code of Ethics of the Data Provider.

Article 13

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the French national law – since the UIC is located in France – and the Parties submit to the exclusive jurisdiction of the Court of Paris in relation to any disputes (contractual and/or non-contractual) concerning this Agreement. No arbitration is allowed.

UIC

By: Bertrand Minary

Title: UIC Passenger Director

Date: _____

DATA PROVIDER

By: _____

Title: _____

Date: _____

ANNEX 1

QUALITY OF DATA

Content/Data/Formats:

The message standardized format (EDIFACT or pivot) and the data content have to be provided according to the following documents:

- European Union Agency for Railways (EUAR) Technical document TD. B5
- UIC Leaflet 916.1

The code lists used within the message are available in the following documents:

- EUAR TAP TSI code lists
- MERITS PRIFIS code lists

A MERITS User Guide is available to support the Data Publisher

In a near future, additional message formats could be supported.

Data update frequency

All schedule and station data should be sent:

- Minimum once a year, with an ad hoc update whenever a schedule change occurs.
- Once or twice a week, Ideally daily
- With the ambition to tend towards Daily for all the RUs

Timetable data availability

- At the latest in 10 weeks for the data of the following year (data provider providing yearly schedule) or at minimum for the booking horizon of the related data provider (other data provider)

Data quality:

- Completeness, to avoid missing train or attribute of a service, the following statements must be respected:
 - o Each data provider supplies all data of the passenger train services and possibly all other transport passenger modes services operated by him (bus, tramway, ferry...)

- Further the data provider should use reasonable endeavors to deliver timetable of non-participating passenger train operators to which the data provider has access and the contractual right to share with 3rd parties.
- For correct compliance, each data provider commits that the data provided is consistent with reality
- Each data provider has to correct his data based on the data import and integration reports
- No distortion between what is existing in the data provider system and MERITS

Consistency

Consistency is checked by the MERITS tool during the data publication process at the following steps.

Import process of the SKDUPD message used for timetable data, the following checks (not limited to) are undertaken:

- Invalid stop number
- Too few stops after removing unknown stop numbers
- Service has duplicate stop
- Service is looping between stops 1 and stop 4.
- Inclusion of missing the border stations into the service itinerary
- Service too slow: e.g.: Services is running from A to Bin 24 minutes (speed: 0.235771 km/h)
- Service too fast: e.g.: Service is running from A to B (distance: 8772 meters) in 1 minutes (speed: 526.371 km/h).
- Service stops longer than 01:00 hours at a station
- Service has no stops for boarding and alighting.
- Duplicate services
- Correct chronological descending times for service between stops
- Service takes more than 23 hours between stops
- Service takes more than 11 hours between stops
- Service contains data that will not be used by the system

Import process of the TSDUPD message used for location data, the following checks are undertaken:

- Location with the same code delivered with different country, e.g.: *one railway delivers this stop with country HU, whereas it is already stored in the database with country AT.*
- Duplicate entries for location

Integration process, the following checks are undertaken:

- Service matches a combined trains rule but does not find the partner service
- Service: Missing continuing service
- Super service has incompatible border crossings / service

Commitment to correct errors reported:

- In case of errors reported by mail by the data manager, the data provider commits to:
 - o In 1 week: acknowledge receipt of the error
 - o In a maximum of 30 days: errors must be corrected