Open Communication Interface for Road Traffic Control Systems

OCIT-C Center to Center

User Agreement

OCIT-C User Agreement V 2.0 3/2024

OCIT Developer Group (ODG)&Partner

OCIT® is a registered trademark of the companies AVT Stoye, Stührenberg, Swarco Traffic Systems and Yunex Traffic

OCIT-C Center to Center

Agreement

between

OCIT Developer Group
c/o ITS mobility GmbH
Hermann-Blenk-Straße 22a
D-38108 Braunschweig
Deutschland,

represented by the spokesperson Steve Schneider

(hereinafter referred to as "ODG")

and

.....

(Company Name, Address)

represented by ……. (Authorized Person)

(hereinafter referred to as "User")

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Terms

Term	Definition
Data Specification	The exact specification of the data being transmitted through the interface. The data specification is written in XML. It is readable as text and machine-processable. Data specifications are only distributed to right-of-use holders.
Documentation	The documentation consists of the documents (text) and the data specifications (XML). It contains all the specifications that are necessary for the reproduction of the interface.
Documents	The documents describe the individual parts of the interface as well as their function and handling. They can be obtained by anyone free of charge via the website www.ocit.org as a download.
OCIT	**OCIT** (**O**pen **C**ommunication **I**nterface for Road **T**raffic Control Systems)
Affiliates Company	An affiliated company pursuant to Section 15 of the German Stock Corporation Act (AktG)
Contracting party	The party to whom right of use is transferred upon signing of this user agreement.

1. Owner of the rights to OCIT

The following companies are both authors and joint owners of the definitions and software products for the "OCIT-C Center to Center" interface in all editions:

Yunex GmbH
Otto-Hahn-Ring 6
81739 München

AVT STOYE GmbH
Dieselstraße 8
63456 Hanau

SWARCO TRAFFIC SYSTEMS GMBH
Kelterstraße 67
72669 Unterensingen

Stührenberg GmbH
Westerfeldstraße 3
32758 Detmold

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SCHLOTHAUER & WAUER Ingenieurgesellschaft für Straßenverkehr mbH
Storkower Straße 142
10407 Berlin

GEVAS software GmbH
Nymphenburger Str. 14
80335 Munich

Verkehrs-Systeme AG
Neue Bahnhofstrasse 160
CH 4132 Muttenz

The above-mentioned signalling companies have joined forces to form the "OCIT Developer Group" for the purpose of defining interfaces for traffic control and road traffic technology and for their distribution of the interfaces. This working group is hereinafter referred to as ODG. They are the joint owner of all rights to the contract software (hereinafter referred to as "rights holders"). The ODG has received the authority from the rights holders to jointly exploit the rights for the above-mentioned owners. ODG assures the user that it is entitled to dispose of the rights to be granted under this contract.

2. Object of agreement

(1) The subject of this contract is the permanent provision of the OCIT interface in accordance with No. 1 ("Contract Software") including the associated user documentation pursuant to No. 4 and the granting of the rights of use described below.

(2) The hardware and software environment within which the interface is to be used is defined in the documentation.

(3) The nature and functionality of the contract software is ultimately determined by the documentation provided. The information contained therein is to be understood as a description of services and not as a guarantee. A guarantee will only be granted if it has been expressly stated as such.

(4) ODG is entitled to extend the scope and scope of the contract software at any time at its own discretion and to adapt the contract software. These future enhancements and adjustments are not covered by this User Agreement.

3. Granting of rights of use

3.1. Use of the OCIT trademark

"OCIT (Open Communication Interface for Road Traffic Control Systems)" is a registered trademark (OCIT)® of the founding companies of the OCIT initiative, AVT Stoye, Stührenberg, Swarco Traffic Systems and Yunex Traffic.

ODG grants the user the use of the OCIT trademark within the scope of the following provisions:

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- The term OCIT, as a characterizing designation of groups, activities, systems, interfaces, architectural models, or other properties, may only be used in the context of this contractual agreement.

- Owners of rights to use OCIT interfaces may use the trademark "OCIT" as part of product names.

- The trademark is the OCIT® logo in graphic form. The "OCIT® Integrated" logo can be used as an advertising add-on or as a print on the products.

- Neither the ODG nor the rights holders make a statement about the quality of the respective product with the use of the logos. The user must expressly point this out.

- In texts, OCIT is written with capital letters in any font without a symbol ®. The symbol ® only needs to be used at the first mention in the text (OCIT),® e.g. in the heading, together with one to be placed in a suitable place.

3.2. Scope of the right of use

Within the framework of this user agreement, ODG grants the user the right of use of the "OCIT-C" interface for an unlimited period of time, which exists worldwide but is not exclusive and non-transferable.

In addition, the User does not acquire any license or other (property) rights, directly or indirectly, in this User Agreement or through the use of the Software to any patent, copyright or other intellectual property rights now or in the future held by ODG or the rights holders.

Any further developments and new intellectual property rights, including ideas, concepts, services or products based on confidential information published under this Agreement, shall be the exclusive property of ODG or the rights holders.

The right of use includes:

- Permission to implement the definitions of the interface or parts of them – by yourself or through third parties (e.g. subcontractors) – to incorporate them into the respective own hardware and software for road traffic technology systems and to distribute them in any quantity.

- Permission to grant (sub)license the above-mentioned rights to companies affiliated with the User with the prior written consent of the ODG.

  The User shall ensure that the Sublicensee submits to the terms and conditions of this Agreement. The User must also ensure that the sublicense automatically expires when the User's right of use ends.

  The user shall name the affiliated company to the ODG and, upon request by ODG, shall immediately demonstrate that it is an affiliated company within the meaning of Sd. definition above.

  The ODG can revoke the consent at any time with a lead time of 2 months if the conditions for granting the consent are no longer met.

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- The use of the word mark OCIT as part of the name to identify the corresponding own products, in accordance with the conditions in No. 3.1. The Contracting Party shall receive the graphic templates for the logos "OCIT"® and "OCIT® Integrated“.

3.3. Restrictions on the right of use

The user may not lend, sell or make available to third parties in any other way the documentation and software available to him.

It is not permitted to modify the OCIT documentation and/or the software supplied and to market it under the trademark "OCIT" or to use parts of the definitions as the basis for your own commercially marketable interfaces.

However, it is optional to extend OCIT-C interfaces with manufacturer-specific objects. An interface modified in this way must be clearly designated and recognizable as an embodiment of OCIT-C. The manufacturer-specific objects must be documented in a separate XML Schema file (XSD), in whose namespace the manufacturer is identified in readable form (text).

3.4. Consequences of Violation of Terms of Use

If the user violates one of the above provisions, this constitutes an important reason for an extraordinary termination of the contract without notice, without the need for a prior warning.

4. Documentation – Provision of the software

The documentation consists of the documents and the data specifications (XML/XSD). It contains all the specifications that are necessary for the reproduction of the interface. The documents describe the individual parts of the interface as well as their function and handling. They can be obtained freely by the contractual partner via the website www.ocit.org as a download.

The data specifications (Application Profiles) are written in XML/XSD and describe the data that is transmitted through the interface. The contractual partner will receive the data specifications after the conclusion of this user agreement.

Changes to the documentation are managed exclusively by ODG & Partner.

ODG will make the documentation and software to be supplied with the right of use available to the user immediately after the conclusion of this user agreement by providing him with the access data for the download.

After the conclusion of this User Agreement, the User will receive the graphic templates for the logos "OCIT"® and "OCIT® Integrated" for use in accordance with the terms of this Agreement

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5. User Registration

Under this Agreement, the User will be assigned an OCIT Member Number, which identifies the individual Manufacturers in the OCIT Protocols, and which identifies the User as an "OCIT Manufacturer" unless the User has already received an OCIT Member Number.

The ODG manages the OCIT member numbers under www.ocit.org. The user agrees that the name and member number of the user will be published on the homepage www.ocit.org.

6. Warranty - Statute of Limitations

ODG does not warrant any defects resulting from the use of the Contract Software in a hardware and software environment that does not meet the requirements specified by ODG in the Specification or for changes and modifications made to the Contract Software by the User without the prior written consent of ODG.

The user must check the contract software for obvious defects immediately upon receipt and, if present, notify ODG immediately, but no later than within 4 working days, otherwise a warranty for these defects is excluded. The same applies if such a deficiency becomes apparent at a later date. Section 377 of the German Commercial Code (HGB) applies.

In the event of a material defect, ODG is initially entitled to subsequent performance, i.e. at its own discretion to remedy the defect ("rectification") or to deliver a replacement. As part of the replacement delivery, the user will take over a new version of the software if necessary, unless this leads to unreasonable impairments. In the event of defects of title, ODG shall, at its own discretion, provide the user with a legally flawless possibility of using the contract software or modify it in such a way that no rights of third parties are infringed.

ODG also fulfils its obligation to rectify the situation by making updates available for download on the homepage with an automatic installation routine and by offering the user telephone support to solve any installation problems that may arise.

With the exception of claims for damages, warranty claims due to material defects expire in one year. The statute of limitations begins with the download of the contract software. It ends no later than 18 months after the access data for the download area has been provided.

7. Liability

In accordance with the statutory provisions, ODG is liable in the event of culpable breach of duty, injury to life, limb or health.

ODG has developed the "OCIT-C" interface according to the current state of the art. According to the current state of the art, it is not possible to create software and its documentation in such a way that it functions flawlessly in all conceivable applications and combinations, especially when used with a wide variety of hardware components.

Liability for damages with regard to the correctness, absence of errors, completeness and/or usability of the "OCIT-C" is therefore excluded. In particular, ODG assumes no liability for indirect damage caused by the use of the OCIT interface. ODG also assumes no liability for the fact that the user will be able to use the contract software as intended.

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ODG is not liable for the infringement of third-party intellectual property rights or the validity of a licensed property right. However, ODG assures that it is not aware of any property rights of third parties that have so far conflicted it. This exclusion of liability does not apply to the intellectual property rights of the rights holders.

In addition, ODG is liable for grossly negligent and intentional breach of contractual obligations. In the event of gross negligence, liability for indirect and consequential damages (in particular business interruptions, production stoppages, loss of profit and futile expenses) is excluded.

In all other respects, liability is excluded.

Insofar as the liability of ODG is limited or excluded on the basis of the preceding paragraphs, this also applies to the liability of the legal representatives and vicarious agents, including the employees and collaborators of ODG.

8. Commencement and Duration of Cooperation – Termination

This contract is concluded by the mutual signature of the last party on the day of signing.

This contract is concluded for an indefinite period of time and may be terminated by the parties with six months' notice to the end of a calendar month.

This contract may be terminated at any time with immediate effect for good cause. In particular, there is an important reason if:

- a contracting party, its employees or other vicarious agents do not treat the information or data obtained in the course of this cooperation as confidential;

- insolvency proceedings have been filed or opened in respect of the assets of the respective other contracting party, or the opening of insolvency proceedings has been refused due to lack of assets;

- other circumstances arise which, due to the economic situation of the respective party, no longer warrant the smooth execution of the concluded contract; as well as

- a breach of essential contractual obligations is not remedied within the set reasonable period of time despite a warning;

- the user violates his obligations under § 3 paras. 2 and 3

Any termination must be in writing, an e-mail does not comply with the written form in the event of termination.

In the event of ordinary termination, the User shall cease the use of the Contract Software with effect from the date of termination and remove all installed copies, as well as immediately return or destroy all documents provided to ODG in paper or digital form at their option. In the event of an extraordinary termination without notice, all rights of use granted under this contract shall become invalid upon receipt of the termination and shall automatically revert to ODG. The User shall immediately and completely cease the use of the Contract Software upon receipt of the termination.

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9. Confidentiality Obligation

(1) Confidential Information

Unless specified in the following para. 4 otherwise, all information exchanged in the course of the implementation of this Agreement or its initiation shall be treated as confidential ("Confidential Information").

(2) Confidential information includes, but is not limited to:

- All materials, documents and information (including in written form) including all data, reports, brochures, technical documents, specifications, maintenance manuals, drawings, samples, information, interpretations and records that contain or otherwise reproduce information that is proprietary or that contains trade secrets, concepts, know-how, designs, processes, business plans, financial information relating to the ODG or the members of the ODG or their respective activities include, in particular, but not limited to, the technology, know-how and/or equipment/products; and

- all other materials, documents and information (including in writing) that the Disclosing Party designates in writing as "Confidential Information" and that is disclosed by the Disclosing Party directly or through an agent in any way to the Recipient or its agent, or is otherwise made available to the Receiving Party or its representatives.

(3) User's Confidentiality Obligations

The user is obliged to treat all confidential information received from ODG confidentially and to keep the confidential information secret to the outside world, i.e. not to make it directly or indirectly available to third parties orally or in writing or in any other way, unless ODG has expressly consented to the disclosure in writing in advance.

(4) Exceptions to the duty of confidentiality

The obligation of confidentiality does not, or no longer, extend to confidential information that can be proven to:

- have been made public at the time of notification by the ODG or will become public knowledge thereafter, or

- were already known to the User prior to the notification, or are subsequently communicated to him by a third party, without the latter being obliged to maintain secrecy, and without the disclosure or knowledge being based on a breach of contractual or legal obligations.

The user is entitled to pass on confidential information insofar as he is obliged to do so on the basis of a legal provision or official order, has informed ODG in writing of the intended disclosure and has taken the appropriate precautions provided for by law to keep the scope of the disclosure as low as possible.

(5) Disclosure of confidential information to employees or consultants

The User shall make confidential information available to its employees or consultants only to the extent necessary in accordance with the purpose of this Agreement and shall ensure that the employees or consultants employed are subject to a confidentiality obligation which, taking into account any employment law requirements, includes the same scope as the User's obligation of confidentiality.

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(6) Obligation to return

At the request of the ODG, the User shall immediately return to the ODG or, at the option of the ODG, destroy or delete any documents or materials, including electronic files and data, which contain or otherwise reflect confidential information of the ODG or the members of the ODG. The User may not retain any copy, extracts or other representations, except for documents or materials that are required by law or regulations to be archived for a certain period of time. This does not apply to automatically generated backups. The User may not restore the backup in order to gain access to the confidential information of this Agreement.

Upon request from ODG, the User shall immediately confirm in writing that he/she has fully complied with his/her obligations under this paragraph.

(7) Penalty

In the event that the User fulfils the obligations pursuant to No. 3, 6, 7, the User is obliged to pay ODG a contractual penalty of EUR 20,000.00 per violation, which will be offset against the actual damage.

If this breach of this Agreement is an ongoing breach, the User shall be obliged to make a further payment to ODG in the amount of EUR 20,000.00 for each month that such breach continues. In particular, it is an ongoing infringement if it makes the confidential information accessible to an indeterminate group of addressees – e.g. by publishing it on the Internet. However, the amount of the penalty is limited to EUR 60,000.

ODG's right to claim further damages remains unaffected, as does the user's right to demonstrate a lesser damage.

10. Choice of Law and Arbitration Clause

(1) The law of the Federal Republic of Germany shall apply exclusively to this contract.

(2) The parties agree that all legal disputes arising out of this contract or in connection with the performance of this contract, including those concerning the validity of the contract in all other respects, shall be finally decided by an arbitral tribunal in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of ordinary legal recourse. According to the Arbitration Rules, the arbitral tribunal shall consist of only one arbitrator. The place of arbitration shall be Stuttgart, the language of the proceedings shall be German.

11. Written form clause

No tacit, verbal or written ancillary agreements were made.

Changes and additions to this contract must be made in writing. This also applies to a waiver or waiver of the written form clause.

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12. Assignment – Set-off – Defence clause

(1) The user may only transfer claims against ODG to third parties with the written consent of ODG.

(2) The user may only offset against undisputed or legally binding claims.

(3) The user's general terms and conditions do not apply.

13. Severability

(1) Should any provision of this contract be invalid or unenforceable or become invalid or unenforceable in the future, this invalidity shall not affect the validity of the remaining provisions or the contract in its entirety.

However, in view of the case-law of the Federal Court of Justice, according to which a severability clause merely leads to a reversal of the burden of proof, it is the express intention of the parties to maintain the validity of the other provisions of this agreement in all circumstances.

(2) Instead of the invalid, unenforceable or incomplete provision, the parties hereby undertake to agree on an effective provision that comes as close as possible to the meaning and purpose of the invalid or unenforceable provision from a legal and economic point of view.

(3) Paragraphs 1 and 2 shall apply mutatis mutandis in the event of a regulatory loophole.

ODG:

……..……

Place, Date, Signature

User:

……..……

Place, Date, Signature

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