Open Communication Interface for Road Traffic Control Systems
Offene Schnittstellen für die Straßenverkehrstechnik

OCIT-Outstations Version 3.X for Light Signal Control Units

User Agreement

Automatic translation - Only the German version is legally valid

OCIT-O_V3.X_Nutzungsvereinbarung_A02_EN

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OCIT Developer Group (ODG) & Partner

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

OCIT-Outstations Version 3.X
for Light Signal Controllers
User Agreement for Manufacturers

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between

der **OCIT Developer Group (ODG),**
c/o ITS mobility GmbH
Hermann-Blenk-Str. 22 A
38108 Braunschweig
Germany

represented by Steve Schneider (ODG spokesman)

(hereinafter referred to as "ODG")

and

there.....
(Address)

(hereinafter referred to as the "User")

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Document status

Version-Condition	Date	Comment
V2.0 A05	18.06.2012	OCIT-O V2.0 Basic Document for Version 3.0
V3.0_D01	02.05.2016	License model "WORLD" and "WORLD w/o DACH" for OCIT-O V3 added
V3.0_D02	22.11.2023	New ODG spokesperson
V3.0_D03	26.03.2024	License model "WORLD" and "WORLD w/o DACH" removed
V3.0_A02	26.02.2026	Adjustments to OCIT-O V3.1

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1. Rights Holder

The following companies are both authors and joint owners of the definitions and software products for the interface

"OCIT Outstations Version 3.X for Light Signal Control Units"

in all distribution stands:

- AVT STOYE GmbH, Dieselstr. 8, 63456 Hanau
- Stührenberg GmbH, Westerfeldstraße 3, 32758 Deborah
- SWARCO TRAFFIC SYSTEMS GmbH, Kelterstraße 67, 72669 Unterensingen
- Yunex GmbH, Otto-Hahn-Ring 6, 81379 Munich

The above-mentioned signal construction companies have joined forces to form the "OCIT Developer Group" working group for the purpose of defining interfaces for traffic control and road traffic technology and for their distribution of the interfaces. This working group will be referred to as ODG for short.

The signal construction companies listed above are jointly owners of all rights to the Contract Software (hereinafter referred to as "Rights Holders"). The ODG has been given the authority by the rights holders to jointly exploit the rights. ODG warrants to the User that it is entitled to dispose of the rights granted under this Agreement.

2. Terms

Documentation	The documentation consists of the documents and the data specifications (XML). It contains all the specifications necessary to recreate the interface.
Documents	The documents describe the individual parts of the interface as well as their function and handling.They can be freely downloaded by anyone from the ODG homepage www.ocit.org.
Data Specification	The exact specification of the data that will be transmitted through the interface. The data specification is written in XML. It is readable as text and can also be processed by machine. The data specifications are only granted to holders of usage rights.
OCIT	OCIT (Open Communication Interface for Road Traffic Control Systems)

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Member-Nummer	The member number identifies a holder of usage rights. With their help, it is possible to distinguish between standard OCIT objects and manufacturer-specific OCIT objects in the OCIT system. Members 0 and 1 denote the OCIT-O standard. Manufacturer-specific OCIT objects are created according to the OCIT rules and marked with the member number of the respective manufacturer. The current list of member numbers managed by the ODG is published on the homepage www.ocit.org .
OCIT-Outstations Version 3.X for Light Signal Control Units	An interface for data transmission between traffic control units and central equipment of road traffic systems. The interface is based on the general and specific definitions of the OCIT-Outstations interface listed in the documentation.
Road traffic engineering system	A system for controlling and monitoring road traffic, consisting of central devices and field devices (devices on the road) that communicate with each other by means of a data transmission device.
Affiliates	An affiliated company pursuant to Section 15 of the German Stock Corporation Act (AktG)
User	The person who acquires the rights of use from ODG with this contract.

3. Object of agreement

(1) The subject of this contract is the permanent transfer of the OCIT interface in accordance with § 1 including the associated documentation and the granting of the rights of use described in § 4.

(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 conclusively determined by the documentation provided. The information contained therein is to be understood as service descriptions and not as guarantees. A guarantee is only granted if it has been expressly designated as such.

(4) ODG is entitled to expand the scope and scope of the Contract Software at any time at its own discretion and to adapt the Contract Software. These future extensions and adaptations are not the subject of this User Agreement.

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4. Granting of rights of use

(1) Use of the "OCIT" trademark

„OCIT (Open Communication Interface for Road Traffic Control Systems)“ ist eine geschützte Marke (**OCIT®**) der Gründungsfirmen der OCIT-Initiative, AVT Stoye, Stührenberg, Swarco Traffic Systems and Yunex Traffic.

ODG grants the User the use of the OCIT trademark within the framework of the following provisions:

- The term OCIT as a characterizing identifier of groups, activities, systems, interfaces, architectural models or other properties may only be used within the scope of this contractual agreement.
- Owners of rights of use to OCIT interfaces may use the trademark "OCIT" as part of product names.
- The logo OCIT® is used as a trademark in graphic form. The "OCIT® Integrated" logo can be used as an advertising addition or as an imprint on the products.

  Neither the ODG nor the rights holders make any 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 has to be used when it is first mentioned in the text (OCIT),® e.g. in the heading, together with one that must be placed in a suitable place.

(2) Scope of the right of use

a.) Within the framework of the User Agreement, ODG grants the User that unrestricted in time and place, but not exclusive and non-transferable right of use to the interface "OCIT-Outstations Version 3.X for traffic light systems".

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

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

d.) The right of use includes:

- Permission to implement the definitions of the interface or parts of it – by yourself or through third parties (e.g. subcontractors) – to incorporate them into your own hardware and software for road traffic engineering systems and to distribute them in any quantity.
- Permission to grant a (sub)license to the above rights to its "affiliates" with the prior written consent of 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.

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The User shall designate the affiliated company to ODG and, upon request by ODG, shall immediately demonstrate that it is an affiliated company in accordance with § 2.

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.

- Permission to grant customers the right to use the interface or parts thereof for the operation of their road traffic systems under the terms of this Agreement.

(3) Restrictions on use

Ownership of products with the interface "OCIT-Outstations Version 3.X for Light Signal Control Units" does not entitle the user to replicate the interface.

The User may not lend, sell or otherwise make available to third parties the documentation and software available to him/her.

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

However, it is up to you to change the shape of the interface

- that other transmission profiles that are not standardised in OCIT-O are used instead of OCIT-O, or
- The interface is extended with manufacturer-specific objects created according to the OCIT-O rules.

An interface modified in this way must be designated and marked as an embodiment variant.

(4) Terms of Use Violation

If the user violates one of the above provisions, this constitutes an important reason for an extraordinary, immediate termination of the contract pursuant to Art. § 9 without the need for a prior warning.

5. Documentation – Provision of the software – Registration of the user

(1) ODG shall make the documentation and software to be supplied with the right of use available to the user immediately after the nominal fee has been credited by providing the user with the access data for the download.

(2) Within the framework of this agreement and after crediting the nominal fee, 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".

(3) The ODG manages the OCIT member numbers under www.ocit.org. The user agrees that the user's name and member number may appear on the homepage www.ocit.org is published.

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(4) After crediting the nominal fee, the user receives the graphic templates for the logos "OCIT®" and "OCIT® Integrated" for use in accordance with the terms of this contract.

6. Terms of payment

(1) For the right of use to "OCIT-Outstations Version 3.X for Light signal control units", a nominal fee is to be paid to the ODG consortium in accordance with the price list "OCIT Nominal Fees" (www.ocit.org) valid at the time of conclusion of the contract and attached to this contract.

(2) Payment of the nominal fee is due for payment within 14 days of the invoice date and must be made to the account named in the invoice.

(3) All prices are net, i.e. plus the VAT valid at the time of performance.

(4) The default interest amounts to 9 percentage points p.a. above the applicable base interest rate.

7. Warranty - Statute of limitations

(1) 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 by the User to the Contract Software without being entitled to do so on the basis of ODG's prior written consent.

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

(3) 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 replacement delivery. 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 impeccable opportunity to use the Contract Software or modify it in such a way that no third party rights are infringed.

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

(5) With the exception of claims for damages, warranty claims due to material defects expire after one year. The limitation period 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.

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8. Liability

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

(2) ODG has developed the interface "OCIT-Outstations Version 3.X for Light Signal Control Units" 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 works flawlessly in all conceivable applications and combinations, especially when used with a wide variety of hardware components.

(3) Liability for damages with regard to the correctness, accuracy, completeness and/or usability of the "OCIT-Outstations Version 3.X for Light Signal Control Units" 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.

(4) ODG is not liable for the infringement of third-party property rights or the legal validity of a licensed property right. However, the ODG assures that it is not aware of any previously conflicting intellectual property rights of third parties. This disclaimer does not apply to the property rights of the rights holders.

(5) 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, lost profits and futile expenses) is excluded.

(6) In all other respects, liability is excluded.

(7) 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 employees of ODG.

9. Start and duration of cooperation - termination

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

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

(3) This contract can be terminated at any time with immediate effect for good cause. An important reason exists in particular if

- a contracting party, its employees or other vicarious agents do not treat confidentially the information or data obtained in the course of this cooperation;
- insolvency proceedings have been applied for, opened or refused to open insolvency proceedings in respect of the assets of the respective other contracting party;
- other circumstances occur which, due to the economic situation of the respective party, no longer appear to guarantee the smooth execution of the concluded contract; as well as

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- a breach of material contractual obligations is not remedied within the reasonable period set despite a warning;
- the user violates his obligations under § 4 para. 3

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

(5) In the event of ordinary termination, the User shall cease use of the Contract Software at the time 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 its option. In the event of **an extraordinary**, immediate termination, all rights of use granted under this contract shall become effective upon receipt of the notice of termination and shall automatically revert to ODG. The user must immediately and completely cease using the contractual software upon receipt of the notice.

10. Confidentiality obligation

(1) Confidential information

Unless the following No. 4, all information exchanged in the context of the implementation of this Agreement or its initiation shall be treated as confidential ("Confidential Information").

(2) Confidential information is in particular:

a. 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 protected by proprietary rights or that contains trade secrets, concepts, know-how, designs, processes, business plans, financial information relating to the ODG or ODG 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

b. any other materials, documents and information (including in written form) designated by the Disclosing Party in writing as "Confidential Information" and which are disclosed by the Disclosing Party, directly or through an agent, in any way to the Recipient or to its representative, or 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 from the outside world, i.e. not to make it available to third parties, directly or indirectly, 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 confidentiality obligation does not or no longer extends to confidential information that can be demonstrated:

a. were publicly known at the time of notification by ODG or become public knowledge thereafter, or

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

(5) Disclosure of confidential information

The User is entitled to disclose confidential information insofar as he/she is obliged to do so by virtue 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.

(6) 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, covers the same scope as the User's confidentiality obligation.

(7) Return obligation

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

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

(8) Penalty

In the event that the User fails to fulfil the obligations pursuant to Sec. 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 liable 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 a persistent violation 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 contractual penalty is limited to EUR 60,000.

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

11. 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 settled by an arbitral tribunal

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in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS). According to the Arbitration Rules, the arbitral tribunal shall consist of only one arbitrator. The place of arbitration is Stuttgart, the language of the proceedings is German.

12. Written form clause

No tacit, oral or written ancillary agreements were made.

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

13. 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 claims that are undisputed or have been legally established.

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

14. Severability clause

(1) If any provision of this contract is invalid or unenforceable or becomes invalid or unenforceable in the future, this invalidity does not affect the validity of the remaining provisions or of the contract in its entirety.

(2) However, in knowledge 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 remaining provisions of this agreement under all circumstances.

(3) Instead of the invalid, unenforceable or incomplete regulation, the parties undertake to agree on an effective regulation that comes as close as possible legally and economically to the meaning and purpose of the invalid or unenforceable regulation.

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

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