

Articles of Association

Articles of Association of “OSPT – Open Standard for Public Transportation Alliance e.V.”

§ 1 Name, Registered Seat, Legal Form, and Financial Year

1. The name of the association is “OSPT – Open Standard for Public Transportation Alliance e.V.”, hereinafter referred to as “OSPT” or “Association”.
2. The OSPT is an association in terms of § 21 of the German Civil Code (“BGB”).
3. The OSPT’s registered seat is in Munich, Germany.
4. The official language of the OSPT is English.
5. The financial year of the OSPT is the Gregorian calendar year.

§ 2 Purpose and Tasks

1. The purpose of the OSPT is to:
 - a) Encourage and assist the development and evolution of products and/or services based on an open standard for the public transport market and other vertical markets, such as ticketing, fee collection or access control.
 - b) Promote market acceptance of the open standard described in § 2.1 a).
2. The OSPT’s core activities are to:
 - a) Cooperate in and organise the establishment, development, evolution, amendment, release and publishing of Specifications (as defined in § 12.1 of these Articles of Association), testing tools and test suites.
 - b) License the Specifications, testing tools and test suites, as well as OSPT logos or OSPT trademarks as set forth under § 12.2 below.
 - c) Describe use cases and success stories for relevant applications as a synthesis of such use cases and success stories communicated for that purpose by the Members to the OSPT.
 - d) Organise cross-testing of products, systems or solutions (e. g. cards and devices from different suppliers) to optimise interoperability.
 - e) On the basis of its test suites of products, organise certification processes and deliver certificates of interoperability.
 - f) Produce free-of-charge communication packages, slides, white papers as well as question & answer papers for the marketing communication of the OSPT and for the use by the Members.
 - g) Encourage, promote, assist and advise on the furtherance of the OSPT’s objectives through committees, working groups or other meetings or sessions in which Members (each as defined in § 3 below) may participate.

- h) Collect market data of Members on an anonymous basis and from other sources and prepare market reports to be distributed among the Members.
 - i) Cooperate with other organizations, companies, firms, entities or individuals as may be conducive to the achievement of the OSPT's purposes, including, if required, the payment or acceptance of remuneration, fees, commissions and expenses in connection therewith as well as the termination of such cooperation.
 - j) Support and define the provision of fair, reasonable and non discriminatory licensing conditions and coordinate licensing of IPR from third parties regarding the open standard described in § 2.1 a).
3. The OSPT is an open association and provides balanced representation for the Members.
 4. The OSPT has no business or political party-related objectives. The OSPT has no profit-making aims. Possible surpluses and revenues will exclusively be used in accordance with these Articles of Association.
 5. The OSPT cannot commit or bind any of the Members in relation to a third party without such Member's explicit prior written approval.

§ 3 Membership

1. The membership with full membership rights and obligations is granted to full members of the OSPT ("Full Members" or "Full Member" if referred to a single Full Member). Furthermore, the OSPT is entitled but not obliged to accept associate members ("Associate Members" or "Associate Member" if referred to a single associate member) and affiliate members ("Affiliate Members" or "Affiliate Member") who do not have the full membership rights and obligations (Full Members, Associate Members and Affiliate Members together also "Members" or one of them "Member" in case that a provision shall apply to each of them).
2. Full Members shall be in particular, but not limited to
 - a) companies that market
 - (i) components such as smart cards, any smart devices, application-specific operating software, or reader devices or
 - (ii) transportation systems or other system using such kind of components, or
 - (iii) chips for use in the items listed under (i) and (ii)
 - b) public transportation bodies,
 - c) other companies associated with the public transportation eco-system,
 - d) natural persons that are designated for membership by companies qualifying under a) to c), or.
 - e) other companies or persons that the Board deems in its discretion qualified and suited to foster the pursuits of the OSPT as set forth under § 2.1 of these Articles of Association.

3. Associate Members shall be any legal or natural person the Board deems in its discretion qualified and suited to foster the pursuits of the OSPT as set forth under § 2.1 of these Articles of Association.

Affiliate Members shall be any legal or natural person that markets reader functionality (that create and emit messages as defined in the Specifications) but not card functionality (that receive and process messages as defined in the Specifications) and the Board deems in its discretion qualified and suited to foster the pursuits of the OSPT as set forth under § 2.1 of these Articles of Association.

4. Membership is voluntary.
5. The Board shall examine the qualification of each applicant in accordance with this § 3 and shall register new Members, accordingly.
6. Full Members shall have the rights and obligations explicitly set forth by these Articles of Association.
7. Associate Members and Affiliate Members shall only have the rights and obligations explicitly set forth for Associate Members or Affiliate Members respectively.

§ 4 Members' Rights And Obligations

1. Each Member shall be entitled to use the services of the OSPT as described in § 2.2. However, Associate Members and Affiliate Members will not participate in the activities as described in § 2.2 a) unless the Board decides to allow such a participation.
2. Members shall be bound by bylaws passed by and resolutions made by the organs of the OSPT in accordance with these Articles of Association. They shall also be obliged to pay the specified membership fees and proportional contributions to costs according to § 6 hereof and to provide the organs of the OSPT with information (with the exception of third parties' confidential information) relevant to carrying out their tasks in a truthful and timely manner. Members may not forward any OSPT information marked as confidential to third parties unless otherwise provided in the bylaws. Members may only use such information for the purposes of the OSPT. Likewise, the OSPT may not forward to third parties any of the Members' information that is marked as confidential, unless otherwise agreed with the relevant Members. Communication between members about OSPT and/or Members confidential information shall be permitted.
3. Associate Members and Affiliate Members shall be invited to and may attend the General Meeting, but have no voting right.

§ 5 Membership Period

1. A requirement to become a Full Member, Associate Member or Affiliate Member of the Association is an application in written form to be addressed to the Board. The Board decides on the admission by resolution. Membership shall begin with the Board's admission decision.

2. Membership shall end upon voluntary resignation, the voluntary dissolution of the relevant Member's organization, the initiation of insolvency proceedings, appointment of a preliminary insolvency administrator or the rejection of the opening of insolvency proceedings due to a lack of assets in case that the application has been submitted by creditors, or the expulsion or death of a Member .
3. The Board may, with the respective majority required under § 9.9 and § 9.13 c), exclude a Member if it breaches the provisions of these Articles of Association, in particular if it fails to meet its obligation to pay membership fees and/or proportional contributions to costs, fails to grant a mandatory license and/or fails to use best endeavours to obtain a sub-licensable license from an Affiliate according to § 12.3 b) or damages the reputation of the OSPT. Before its exclusion, the Member shall be given the opportunity to rectify its infringement, if this is possible, or to make a response. Furthermore, the Board may resolve on the exclusion of natural persons in terms of § 3.2 d) upon request of the designating company.
4. Any Member may resign from the OSPT at any time by giving a three (3) month prior written notice , unless the Board has waived such notice period. Notice of termination of membership shall be sent to the OSPT by registered mail. Such resigning Member shall remain bound by these Articles of Association, the schedule of fees, and all other obligations, e.g. proportional contributions to costs, until the aforementioned resignation takes effect. Notwithstanding the above, membership of the Founder Members listed under § 17 who are not natural persons shall last for a minimum period of two (2) years from the date their membership begins.
5. Members that resign or are excluded from the OSPT lose all claims to the assets of the Association from the date their resignation or exclusion from the Association takes effect. No refunds shall be given of fees due or paid or other services provided.

§ 6 Fees

1. Fees shall be levied on the Members according to a schedule of annual fees decided upon by the Board pursuant to § 9.13 d) for the sole purpose of financing the expenses necessary to perform the purpose and task of the OSPT as provided for in § 2. Thereby, different fees can be defined for Full Members, Affiliate Members and Associate Members and in case of Associate Members, the Board may also waive such fees.
2. The Board may specify exceptional fees or proportional contributions to costs to cover the costs of particular projects to be carried out as part of OSPT's objectives and duties.
3. In each case fees or proportional contributions to costs shall be levied on the Full Members, Affiliate Members and Associate Members in equal amounts per type of membership.

§ 7 Organs

The organs of the OSPT are the General Meeting and the Board.

§ 8 General Meeting

1. The General Meeting is the highest organ and takes decisions on all basic and essential issues affecting the OSPT. In particular, the General Meeting shall take responsibility for the following issues:
 - a) selecting and dismissing the auditor and renewing the appointment of the auditor,
 - b) changing these Articles of Association,
 - c) dissolving the OSPT,
 - d) discharging the Board,
 - e) approving the budget drawn up by the Board,
 - f) approving the annual accounts on the basis of the Board's report,
 - g) electing Board directors in place of a Board director designated by a Founder Member in accordance with § 9.2,
 - h) electing additional Board directors, if any, in accordance with § 9.3, and
 - i) increasing the number of Board directors in accordance with § 9.1.
 - j) any other issues regarding the Board, including the conclusion of service contracts and the enforcement of potential claims for damages. The General Meeting shall represent the Association against the Board directors in and out of court.

The decisions taken by the General Meeting on the matters b), g) and i) require a majority of three quarters (3/4) of the votes cast by all Full Members of the OSPT present at the time of the passing of the respective resolution, while the decision taken by the General Meeting on the matter c) require a majority of three quarters (3/4) of the votes cast by all Members of the OSPT existing at the time of the passing of the respective resolution.

2. The General Meeting is comprised of the Full Members, Affiliate Members and Associate Members of the OSPT, but only the Full Members are entitled to vote.
3. The General Meeting is held:
 - a) as required by the interests of the OSPT, but at least once in each financial year to exercise its responsibilities under § 8.1 d), e) and f),
 - b) within a period of eight (8) weeks upon the request of at least two fifth (2/5) of the Members. The request to convene a General Meeting must be made in writing to the President (as defined in § 9.7 of these Articles of Association), including details of the purpose and the reasons for the meeting.

4. Invitations to the General Meeting must be issued in text form (“Textform”) in accordance with Section 126b of the German Civil Code (“BGB”), including details of the agenda, the date and the venue to the Members. Invitations must be issued at least two (2) weeks before the date of the meeting. In urgent cases or if all Full Members agree otherwise, deviations to this notice period are permitted. All Members may request in text form (“Textform”) that additions are included in the agenda within a period of up to one (1) week before the meeting. Acceptance of such addition is at the Board’s reasonable discretion. However, additions must be accepted if the request is supported by at least two (2) Members.
5. The General Meeting shall be convened and chaired by the President or, if this is not possible, by his/her deputy (§ 9.7). At the request of at least three quarters (3/4) of the Members present, the meeting may designate an alternative chair.
6. Each Full Member has one vote in the General Meeting. A Full Member may be represented by another Member or any other person on the basis of simple written authorization. Affiliate Members and Associate Members have no vote and may be asked by the chair of the meeting to be absent from the General Meeting during any voting procedure.
7. The General Meeting is quorate if half (1/2) of the Full Members are present or participate in the adoption of the resolution. In case a General Meeting is not quorate, a second General Meeting may be called in accordance with this § 8, which shall be quorate regardless of the number of Members present with respect to subject matters contained in the agenda of the first General Meeting this has to be pointed out in the invitation. The General Meeting decides with the majority of the votes cast by all Full Members of the OSPT present at the time of the passing of the resolution, unless these Articles of Association set forth a higher majority requirement.
8. The Members may also pass resolutions and conduct elections without holding a physical meeting if a majority of three quarters (3/4) of the Full Members existing at the time the resolution is made and entitled to vote declare or confirm their agreement to the resolution in writing. Full Members who declare or confirm their abstention from voting in writing are not deemed existing. Provisions according to these Articles of Association or legal requirements relating to resolution majorities shall remain unaffected.
9. Records of the votes and resolutions of the General Meeting shall be drawn up and signed by the chair of the meeting. A notarization is not required. Votes shall remain confidential within the Association, and no dissenting votes may be made known to outsiders, if not explicitly requested otherwise by the dissenting Full Member and agreed upon by at least the majority plus one (1) of the Full Members attending the General Meeting.

§ 9 Board

1. The Board shall have a minimum of four (4) and a maximum of seven (7) directors. The General Meeting may increase the maximum number of the Board directors to nine (9) by a majority of three quarters (3/4) of the votes cast by the Full Members present.

2. The Founder Members who are not natural persons shall have the right to designate, as long as they are Members of the OSPT, a representative as a director of the Board each. The period of office of any Board director so designated shall end with the designation of a successor by the Member who has originally designated the former Board director. Re-designation shall be permissible. If a Founder Member does not timely designate a representative as a director of the Board, the General Meeting elects such director of the Board. The period of office of the Board director so elected shall either end (i) after two (2) years or (ii) with the designation of a successor by the Founder Member that originally had the right to designate the director of the Board, whichever is earlier. Re-election or re-designation shall be permissible.
3. The General Meeting may elect all additional Board directors not yet designated and/or elected pursuant to § 9.2 up to the total number of Board directors as set forth in § 9.1. The period of office of the Board directors so elected shall be two (2) years. Re-election shall be permissible.
4. The office of any Board director who has been elected by the General Meeting shall end if the General Meeting elects a successor by a majority of three quarters (3/4) of the votes cast by Members present. Furthermore, the office of any Board director shall automatically end upon the end of the membership pursuant to § 5.2 of the Member the Board director is representing or upon termination of his employment or service agreement with the Member he is representing.
5. Only persons who represent a Full Member shall be eligible for election as a Board director. Notwithstanding, directorship of the Board is personal and is administered on an honorary basis.
6. All Board directors are the Board ("Vorstand") in terms of Section 26 of the German Civil Code ("BGB"). Any two (2) directors of the Board may jointly represent the OSPT judicially and extra-judicially.
7. One director of the Board is the President of the OSPT. The directors of the Board take turns in assuming the office of the President for periods to be determined by resolution of the Board. After all directors of the Board have exercised the office of the President, the sequence recommences from the beginning. The beginning of a presidency must always be the first day of a calendar month. The transition from one President to the next shall not require any specific resolution on the part of the Board. The Board may modify the sequence at all times, e.g. in case of further Board directors being elected according to § 9.3, and may miss out on specific directors of the Board if the respective Board director so agrees.
8. Board meetings shall be convened and chaired by the President or, if the President is unable to act or attend, by the oldest Board director present.
9. Each director of the Board has one (1) vote. The board shall be quorate if at least two Board directors, representing at least two different Full Members, are present. Board decisions shall be taken on the basis of the majority of the votes cast by all Board directors present

at the time of the decision. However, decisions pursuant to § 9.13 shall require a majority of three quarters (3/4) of the votes of all Board directors present at the time of the decision. Decisions pursuant to § 9.14 shall require an unanimous vote of all Board directors existing at the time of the decision.

10. The Board may also take decisions without holding a physical meeting if a majority of the Board directors existing at the time the resolution is made and entitled to vote declare or confirm their agreement to the decision in text form ("Textform"). Board directors who declare or confirm their abstention from voting in text form ("Textform") are not deemed existing. Provisions according to these Articles of Association or legal requirements relating to decision majorities shall remain unaffected.
11. Records of the votes and decisions of the Board shall be prepared and signed by the chair of the meeting. Votes shall remain confidential within the Association, and no dissenting votes may be made known to outsiders, if not explicitly requested otherwise by the dissenting Board director and agreed upon by at least three quarters (3/4) of the Board directors present.
12. The Board shall be responsible for carrying out the ongoing duties and responsibilities of the OSPT and for managing its assets. In particular, the Board shall be responsible for:
 - a) setting the annual objectives and strategy of the OSPT,
 - b) release of the Specifications that cover new subject matter or that are backwards-compatible with previous Specifications,
 - c) managing the OSPT, in particular drawing up the budget and the annual accounts as well as the annual activity report and presenting these to the General Meeting for decision making purposes,
 - d) according to § 10, appointing and dismissing the Management and, if required, drawing up the rules of procedure for the Management,
 - e) inviting organisations to the Advisory Council,
 - f) specifying and approving external communication,
 - g) admitting new Members according to the provisions of these Articles of Association,
 - h) convening the General Meeting and preparing the agenda for the General Meeting,
 - i) commissioning of third parties for the purposes set out in § 2.2,
 - j) determining or amending the sequence in which the directors of the Board shall exercise the presidency as well as missing out on specific directors, and
 - k) facilitating of negotiations between the OSPT and owners of Essential IPR regarding the grant of licenses in Essential IPR in accordance with the bylaws set forth in § 9.13 e (v).

13. The Board shall also be responsible for the following tasks, in which it decides with a majority of three quarters (3/4) of the votes of all Board directors present at the time of the decision:
- a) revoking Released Specifications as defined in § 12.1 and release of Specifications that are not backwards-compatible with previous Released Specifications,
 - b) defining topics and schedules for working groups,
 - c) excluding Members according to the provisions of these Articles of Association,
 - d) issuing and/or amending a schedule of annual fees and carrying out the duties and responsibilities incumbent upon it as a result of the schedule of fees,
 - e) passing bylaws (“Nebenordnungen”) on:
 - (i) the fair and non-discriminatory licensing conditions for Contributions according to § 12.2 a),
 - (ii) the fair and non-discriminatory licensing conditions for Specifications according to § 12.2 b),
 - (iii) the fair and non-discriminatory licensing conditions for trademarks according to § 12.2 e),
 - (iv) the certification process according to § 2.2 e) and the licensing conditions for certification marks according to § 12.2 e),
 - (v) the procedures in cases of the non-availability of licenses according to § 12.3 c), and
 - (vi) the procedures for the resolution of disagreements and the expert determination according to § 12.3 d),
 - f) determining the fair and non-discriminatory licensing conditions for the Specifications according to § 12.2 c), including the decision whether to grant further rights to Affiliate Members, Associate Members and third parties, and entering into the respective license agreements,
 - g) determining the fair and non-discriminatory licensing conditions for trademarks and certification marks according to § 12.2 e), and entering into the respective license agreements,
 - h) amending the agreement set forth in § 9.14 c), and
 - i) deciding upon the charge of a nominal fee as set forth in § 12.2 c).
14. Furthermore, the Board shall be responsible for the following tasks, in which it decides with unanimous vote:
- a) passing bylaws (“Nebenordnungen”) on any other subject matter the Board deems appropriate to be regulated in such bylaws (“Nebenordnungen”),
 - b) designating a legal entity as the recipient of obligatory licenses granted by Members in accordance with § 12.3 b), i. e. as the “Licensing Company”, and
 - c) entering into an agreement with the legal entity designated according to b) above regarding the licensing of Essential IPR.

§ 10 Management

1. The Management, an office which can be performed by one (1) or more managers, may be appointed by the Board to carry out those ongoing duties and responsibilities of the OSPT that the Board may decide to delegate to it and to manage its assets. However, the Board may not delegate any of its responsibilities which require a decision of a majority of three quarters (3/4) or an unanimous vote of the Board according to § 9.9 or § 9.13 to § 9.14. For the avoidance of doubt, the Board may assume the tasks of the Management at any time, in particular in the event that no Management has been appointed.
2. The Management may be provided to OSPT by one or more of its Members (in which case the duration of this secondment shall be specified in each individual case) or may be recruited externally. The Management shall work on the instructions of the Board, in particular the President. The Full Members shall jointly share the costs in relation to such Management, the amount of which is to be specified in each individual case.
3. The Board shall decide upon appointments and dismissals from office and shall specify in writing the special powers that each director of the Management has, listing their precise areas of responsibility and duties.

§ 11 Working Groups

1. As part of the OSPT's work towards the fulfilment of its objectives, the OSPT intends to set up working groups. The Board shall define the goals, milestones and deliverables of the working groups. Only Full Members shall be entitled to participate in such working groups at their own discretion. The working groups shall present their results to the Board which shall decide whether to terminate a working group, or extend or prolong its goals and deliverables.
2. The working groups may set up sub-working groups.

Upon approval of the Board, Associate Members may participate as guest without voting rights in the activities of the sub-working groups; this does not apply for the activities described in § 2.2a.

Affiliate Members are entitled to participate in one sub-working group and have the right to vote in this sub-working group. Upon approval of the Board, they may also participate in a second sub-working group.

§ 12 Intellectual Property

1. Definitions

“IPR” shall mean any patent, utility model or other intellectual property right, including applications for registration and the right to file applications as well as any sub-licensable license on such rights, in each case anywhere in the world. Trademarks and copyrights as well as rights relating to designs, layouts, confidential information, trade secrets or the like are excluded from the definition of IPR.

“Essential IPR” means any and all IPR – in any jurisdiction in the world – which, absent proper authorisation, would necessarily be infringed by Implementing any of the Candidate or Released Specifications because, judged solely on technical and not commercial grounds and taking into account the normal technical practice and the state of the art generally available at the time of defining the Candidate or Released Specifications, there is no non-infringing alternative for Implementing such Candidate or Released Specifications.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, a Member, so long as such control exists. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.

“Specification” means any specification related to or resulting from the work of the OSPT, including options therein, amended versions as well as proposals and drafts of any of the foregoing. For the avoidance of doubt, the definition of Specification shall also include Candidate Specifications, Released Specifications and the Infineon Specifications.

“Candidate Specification” means a Specification that has been formally submitted to the Board by a working group of the OSPT for adoption as a Released Specification, or that has been designated by the Board as a Candidate Specification.

“Released Specification” means a Specification that has been formally released by the Board in accordance with § 9.12 b) or § 9.13 a) and has not been revoked by the Board in accordance with § 9.13 a), or an Infineon Specification that has not been revoked by the Board in accordance with § 9.13 a).

“Infineon Specification” means any of the initial Open Standard for Public Transportation specifications developed by Infineon Technologies AG and/or one of its Affiliates that have been submitted to the OSPT by Infineon Technologies AG and/or one of its Affiliates in one (1) single submission within six (6) months after the registration of the OSPT.

“Contribution” means any statement, information, handover, submission or delivery within the context of an OSPT activity that is intended for distribution, circulation or publication as all or part of a Specification, testing tool or test suite. For the avoidance of doubt, all submissions are deemed to be Contributions unless they are obviously not suitable for inclusion in a Specification, testing tool or test suite or explicitly designated as being not intended for inclusion in a Specification, testing tool or test suite. Furthermore, any statement made within the context of an OSPT activity, including but not limited to oral statements in OSPT working group sessions, as well as written and electronic communications made at any time or place, shall be deemed a submission.

“Product” means any system or device conforming to a Specification.

“Methods” means any method or operation conforming to a Specification.

“Manufacturing” means production of Products.

“Implementing” a Specification means:

- (i) developing Products,
- (ii) Manufacturing, including making customised components and sub-systems to the licensee’s own design,
- (iii) Repairing, using, or operating Products,
- (iv) Using Methods,
- (v) Having performed any of the tasks listed in (i) to (iv) above by a third party, and
- (vi) Selling, leasing, distributing or otherwise disposing of Products so Manufactured for the purpose of use in the products and/or services market as defined in § 2.1 a).

2. **Rights in Contributions, Specifications, and Trademarks**

- a) Each Member entitled to license or sublicense a Contribution is obliged to grant OSPT a non-exclusive, royalty-free, perpetual, sublicensable and world-wide license to its Contributions in order to become part of a Released Specification for the purposes of the OSPT and in accordance with the terms and conditions set forth in the bylaws of the OSPT. Each Member shall be deemed to grant the aforementioned license in accordance with the terms and conditions set forth in the bylaws of the OSPT at the time such Contribution is provided to the OSPT under the condition precedent that the Contribution becomes part of a Released Specification. This shall also apply to the Infineon Specifications.
- b) The OSPT will disclose Specifications – including any contained Contributions – and other confidential information without any payment in accordance with § 4.2 and the bylaws of the OSPT;. The OSPT will grant a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide limited license in the Released Specifications and related confidential information for use in the products and/or services market as defined in § 2.1 a)
 - (i) to Full Members for the purpose of internally evaluating and Implementing Released Specifications,
 - (ii) to Affiliate Members for the purpose of internally evaluating and Implementing transmitting rights of the Released Specifications and
 - (ii) to Associate Members for the sole purpose of internally evaluating Released Specifications in accordance with the terms and conditions set forth in the bylaws of the OSPT.
- c) Furthermore, the OSPT will disclose the Released Specifications and related confidential information and grant a non-exclusive, non-transferable, non-sub-licensable, royalty-free license in the Released Specifications and related confidential information for the

sole purpose of internally evaluating Released Specifications to anyone who enters into a license agreement with the OSPT. The Board may decide to charge a nominal fee covering the cost of such disclosure and/or agreement with a majority of three quarters (3/4) of the votes of all Board directors. OSPT may, in its sole and unlimited discretion, grant further rights, in particular the right to Implement the Released Specifications for the purpose of use in the products and/or services market as defined in § 2.1 a), provided that there is no discrimination within the group of Full Members, the group of Affiliate Members, or the group of Associate Members or the group of third parties.

- d) For the avoidance of doubt, the licenses granted under § 12.2 b) and c) do not include:
- (i) the right to reproduce, to distribute (except in accordance with the bylaws or licensing agreement), to alter, adapt any Specification or otherwise allow or permit the rights in respect of any Specification to be infringed or jeopardised in any manner;
 - (ii) a licence in any IPR and especially in Essential IPR (for the avoidance of doubt, licenses for such IPR may be required to be obtained separately);
 - (iii) any representation, warranty or guarantee of any kind, whether express or implied, other than explicitly stated in the bylaws on the licensing conditions and/or the license agreement.
- e) The OSPT will also grant licenses to use the trademarks held by the OSPT to Members in accordance with the terms and conditions set out in the bylaws of the OSPT, should the Board pass respective bylaws, and to anyone who enters into a license agreement with the OSPT. For certification marks, the OSPT will grant licenses for their use on Products that have undergone a certification procedure set out in the bylaws of the OSPT in accordance with the terms and conditions set out in the bylaws of the OSPT, should the Board pass respective bylaws, and to anyone who enters into a license agreement with the OSPT.

3. **Essential IPR**

The policy set out in this § 12.3 seeks to reduce the risk for the Members that any investment in the preparation, adoption and application of Specifications could be lost as a result of an Essential IPR being unavailable for a Specification. While Members are obliged to grant licenses for their Essential IPR, they shall be adequately and fairly rewarded for granting licenses in such IPR.

- a) Information on the existence of Essential IPR:
- aa) The working group working on a particular Specification shall carry out IPR researches in order to ascertain whether there exists Essential IPR with respect to the Specification in preparation and, if so, that the Essential IPR is available for the Specification in preparation.

- bb) Within one hundred and twenty (120) days from the receipt of a notification by the Board in text form of the designation of a Specification as a Candidate Specification, all Members shall:
- (i) inform the OSPT in writing of Essential IPR owned by the Member or one of the Affiliates it directly or indirectly controls,
 - (ii) use their best efforts to inform the OSPT in writing of the Essential IPR owned by an other Affiliate of that Member, and
 - (iii) use their reasonable efforts to inform the OSPT in writing of the Essential IPR owned by a third party that the Member is aware of. For the avoidance of doubt, Members shall not be required to perform a search for third-party Essential IPR.

b) Obligation to grant licenses

aa) Members are obliged to grant a world-wide, perpetual, non-exclusive and irrevocable license or sublicense to its IPR for the purpose of Implementing the Specifications for use in the products and/or services market as defined in § 2.1 a) if such IPR

- (i) has been Essential IPR at the time the Member joined the OSPT, or
- (ii) becomes Essential IPR during the period of membership of the Member in the OSPT.

If a Member is not entitled to grant a license or sublicense to the full extent as set forth above, it is obliged to grant a license or sublicense insofar as it is entitled to grant a license or sublicense.

bb) For Essential IPR owned by an Affiliate or to which an Affiliate holds a sub-licensable right, the Member is obliged to use its best endeavours to obtain the right from such Affiliate to grant a license or sublicense for the purposes of Implementing the Specifications for use in the products and/or services market as defined in § 2.1 a) or otherwise arrange for the license to be granted. § 12.3 b) aa) Sentence 2 shall be applicable mutatis mutandis.

cc) The license or sublicense by the Member as set forth in § 12.3 b) shall be granted to a legal entity, which is prepared to and has bound itself towards the OSPT to grant sublicenses under fair, reasonable and non-discriminatory conditions, and which has been designated by the Board by unanimous vote of all Board directors existing at the time of such designation (hereinafter: "Licensing Company"). For the avoidance of doubt, the Licensing Company shall not be a third-party beneficiary to the obligation to grant a license under this subparagraph. The Licensing Company shall award fair and reasonable royalties for such license to the licensor, subject to an agreement between the Licensing Company and the OSPT.

dd) Notwithstanding the above, a Member shall not be obliged to grant a license or sublicense if such a grant will result in additional financial obligations for that Member,

unless such obligations are fully compensated by the Licensing Company. § 12.3 b) aa) Sentence 2 shall be applicable mutatis mutandis. Furthermore, a Member shall not be obliged to grant a sublicense if a license or sublicense in Essential IPR can be directly obtained at no less favourable terms from the owner of such IPR or the licensor of the Member.

- ee) A Member who has failed to either (A) disclose Essential IPR according to § 12.3 a) bb) (i) or (B) grant a license to Essential IPR shall be prevented from raising claims in relation to such Essential IPR, including but not limited to injunctive relief and/or damage claims under any theory of law arising from the unauthorised use of said Essential IPR for the purpose of Implementing the Specifications for use in the products and/or services market as defined in § 2.1 a) against the OSPT, Members, the Licensing Company and/or third parties having a license to Implement the Released Specification. Such Member shall be entitled to collect royalties only from the time it eventually grants the license in said Essential IPR.
- ff) In the event the membership of the Member(s) holding Essential IPR ends pursuant to § 5.2, the license rights granted in accordance with as well as the obligations arising from § 12.3 b) shall survive such end of the membership in the OSPT.

c) Non-availability of licenses

Where, in respect of a Candidate or Released Specification, the OSPT becomes aware that licenses on Essential IPR are not available from their owner or not available under fair, reasonable and non-discriminatory conditions, that Specification shall be referred to the Board for further consideration in accordance with the procedures set forth in the bylaws of the OSPT.

d) Expert Determination

aa) In the event that two (2) or more Members disagree whether

- specific IPR is Essential IPR, or
- a Specification can be changed or amended so that specific IPR will no longer be Essential IPR,

and cannot solve the issue within the timeframe set forth in the bylaws, any Member may refer the dispute to the Board for an expert determination.

bb) The Board shall make a proposal to settle the disagreement and/or commission an expert as set forth in the bylaws of the OSPT. The determination of the expert shall be final and binding among the Members.

cc) Each Member will bear its own costs in respect of any expert determination; and each Member will pay its share of the expert's costs (such costs to be equally shared between all Members).

§ 13 Limitation of Liability

1. Unless based on wilful misconduct or gross negligence, the liability of a Member, its employees, directors or other officers in connection with its engagement in the OSPT, these Articles of Association and/or the bylaws of the OSPT to the OSPT and the other Members for damages for any cause whatsoever shall be limited in any given year to the total of the sums paid or to be paid in that very year by the Member to the OSPT according to § 6 of these Articles of Association.
2. Unless based on wilful misconduct or gross negligence, the liability of OSPT, its employees, directors or other officers in connection with its work, these Articles of Associations and/or its bylaws to each Member for damages for any cause whatsoever shall be limited in any given year to the total of the sums paid or to be paid in that very year by the corresponding Member to the OSPT according to § 6 of these Articles of Association.
3. For the provision of Contributions, Specifications and licenses under § 12.2, the OSPT, Members shall only be liable as set forth in the bylaws on the licensing conditions and/or the license agreement.
4. Any liability under agreements concluded by and among the OSPT, Members (including but not limited to licensing agreements) shall remain unaffected. For the avoidance of doubt, contractual liability shall be decided upon by the contracting parties. In particular, a contracting Member (being a licensor) may completely exclude its liability for a third party's claim based on infringement (or alleged infringement) of IPR by another Member (being a licensee) subject to the law applicable to the contract.

§ 14 Arbitration

1. All disputes arising between Members and/or the OSPT out of or in connection with these Articles of Association or their validity, including but not limited to disputes arising out of or in connection with bylaws and/or resolutions based on these Articles of Association, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules of Arbitration, without recourse to the ordinary courts of law.
2. The governing substantive law of the arbitration shall be the laws of the Federal Republic of Germany. The venue of arbitration is Paris, France. The language of the arbitration is English.
3. Former Members shall remain bound by this arbitration clause irrespective of whether they voluntarily or involuntarily ceased to be a Member of the OSPT.

§ 15 Changes in the Articles of Association and Dissolution of the OSPT

1. Requests for changes to these Articles of Association or for the dissolution of the OSPT must be submitted in writing to the President by the Board or at least a quarter (1/4) of the Full Members, including details of the aim and reasons and allowing a period of two (2) weeks before the matter is voted on by the General Meeting.
2. The General Meeting shall decide upon a change to these Articles of Association, including changes of the purpose of the Association set forth in § 2.1 that expand the scope of the OSPT to other products and/or services markets outside of the public transportation market, by a majority of three quarters (3/4) of the votes cast by the Full Members present, and upon the dissolution of the OSPT by a majority of three quarters (3/4) of all Full Members existing at this time.
3. In the event of the dissolution of the OSPT, the OSPT Board shall decide on the OSPT's existing assets after all commitments have been discharged. The assets of the Association shall be used for the purposes of these Articles of Association. This shall also apply to intellectual property, testing tools and marketing and communication materials.

§ 16 Final Provisions

Notwithstanding § 1.4, in the case of a conflict between the German and the English version of these Articles of Association, the German version shall take precedence.