



BYLAWS (“NEBENORDNUNG”) FOR THE OSPT REGARDING THE LICENSING OF CONTRIBUTIONS AND RELEASED SPECIFICATIONS

1. Preamble

1.1 These Bylaws are supplemental to the Articles of Association of the Open Standard for Public Transportation Alliance e.V. (“OSPT”), as amended from time to time (“Articles of Association”) and unless otherwise specified herein, all capitalized terms and phrases used in these Bylaws shall have the same meaning as defined in the Articles of Association.

2. Contributions

2.1 Each Member entitled to license or sub-license any Contribution that becomes part of a Released Specification is obliged to grant the OSPT a non-exclusive, royalty-free, perpetual, sub-licensable and world-wide license to exercise the following rights in said Contribution for the purposes of the OSPT:

- a) to exploit the Contribution in material form, in particular to reproduce, distribute, and exhibit the Contribution;
- b) to communicate the Contribution to the public in non-material form, in particular to recite, perform, present, make accessible and broadcast as well as to present video or audio recordings and works that have been made accessible or broadcast;
- c) to create video or audio recordings of the Contributions, to create photographs of the Contribution, and to exploit these recordings or photographs to the extent mentioned in a) and b).
- d) to edit, modify or otherwise rearrange the Contribution, in particular to create derivative works of the Contribution, and to exploit the edited, modified or rearranged works to the extent mentioned in a), b) and c).

The aforementioned rights may be used in all modes of exploitation that are currently known or will become known in the future. The rights include the right to modify the Contribution in ways that are technically required to use the rights in all modes of exploitation. In particular, this includes the adaptation to other types of media and file formats.

- 2.2 Each Member shall be deemed to grant the aforementioned license at the time such Contribution is provided to the OSPT. The license so granted shall be under the condition precedent that the Contribution becomes part of a Released Specification.
- 2.3 For the avoidance of doubt, in the event that the membership of a Member ends pursuant to § 5.2 of the Articles of Association, the license granted in accordance with this Section and the obligation to grant a license as set forth in this Section shall survive such leave or exclusion.
- 2.4 Other licenses in Contributions, including but not limited to any license that is granted implicitly by the Members, shall remain unaffected.

3. Specifications

- 3.1 The OSPT will disclose Specifications as well as related confidential information identified as such (together hereinafter "Confidential Information") to Members without any payment.
- 3.2 The OSPT hereby grants the following rights in Released Specifications:
 - (a) The OSPT grants each Full Member and Affiliate Member a non-exclusive, non-transferable, non-sublicensable (except to its Affiliates), royalty-free, worldwide, limited license to use Released Specifications for the purpose of Implementing the Released Specification for use in the products and services market set forth in § 2.1 a) of the Articles of Association as well as for the purpose of internally evaluating the Released Specification.
 - (b) The OSPT grants each Associate Member a non-exclusive, non-transferable, non-sub-licensable (except to its Affiliates), royalty-free, worldwide, limited license to use any Released Specification only for the purpose of internally evaluating the Released Specification. For the

avoidance of doubt, this license does not include the right to implement a Specification.

3.3 The scope of the license is limited to rights held and/or licensable by the OSPT. No other license, express or implied, by estoppel or otherwise, to any other license or to any third-party rights, including but not limited to any Essential IPR, is granted herein. The Members shall be solely responsible for obtaining and maintaining all appropriate IPR licenses. The license pursuant to this Section 3.2 shall automatically end when the membership of the Member ends pursuant to § 5.2 of the Articles of Association; or one hundred and twenty (120) days after the Released Specification is revoked or replaced by a new Released Specification.

3.4 Each Member

- (a) shall not alter or remove any trade mark, copyright notice, or any other proprietary rights, notice or mark from any of the Confidential Information;
- (b) shall keep the Specification confidential and only disclose the same to its employees, other Members or third parties who need to know the Specification for purposes in accordance with the purposes of the OSPT and/or the license granted under Section 3.2 (a) or (b) and who are bound by confidentiality obligations not less strict than those contained in these Bylaws.

3.5 The obligation to keep Confidential Information confidential shall not extend to any information which the Member can show:

- (a) was at the time of disclosure published or otherwise generally available to the public;
- (b) has after disclosure been published or become generally available to the public otherwise than through any act or omission on the part of the Member;
- (c) was already in the possession of the Member, without any restrictions on disclosure, at the time of disclosure to the Member;

- (d) was rightfully acquired from third parties who did not thereby breach any undertakings of confidentiality;
- (e) was developed independently of the OSPT by the Member; or
- (f) is needed to be communicated to comply with applicable laws or regulations or with a court or administrative order.

4. Warranty and Liability

- 4.1 Without prejudice to § 13 of the Articles of Association, the Specifications, Contributions and Confidential Information are provided "AS IS" without any warranty, whether express or implied, including but not limited to warranties of workmanship, merchantability, fitness for a particular purpose, defects in the Specifications, Contributions and Confidential Information, or non-infringement of third parties' intellectual property rights.
- 4.2 The liability of OSPT, its employees, directors or other officers, and Members under these Bylaws shall be limited in accordance with § 13 of the Articles of Association.

5. Export Regulations

- 5.1 It is the responsibility of Member to comply with all applicable export control, anti-terrorism and trade laws and regulations, including, but not limited to, the requirements of the United States Arms Export Control Act, International Traffic in Arms Regulation, Export Administration Act, and Export Administration Regulations, and European Council Regulation (EC) No. 428/2009 (including revisions), as well as applicable national laws, as relevant to any items or services purchased or received from the OSPT. Member agrees and confirms that Member shall not export or re-export, directly or indirectly, any of OSPT Alliance's information, software or other technologies as well as any products developed with or utilising OSPT Alliance's technology to any country, destination, or individual, for which an export authorization or other governmental or official approval is required, without first obtaining such authorization or approval.
- 5.2 OSPT Alliance's information, software or other technologies as well as any products developed with or utilising OSPT Alliance's technology provided by OSPT may be subject to necessary export authorizations being granted. When

such authorization cannot be obtained, the agreement or the affected purchase shall be void per OSPT's notice.

- 5.3 Member shall neither use any OSPT Alliance's information, software or other technologies as well as any products developed with or utilizing OSPT Alliance's technology delivered by OSPT directly or indirectly for nuclear technology, weapons of mass destruction, or carriers thereof, nor supply them to military, paramilitary, police, intelligence agencies or civil administrations of such institutions or other institutions acting on behalf of them.

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