

BYLAWS (“Nebenordnung”) for the OSPT Regarding the Use and the Licensing of Trademarks

1. Definitions

“OSPT” means the OSPT – Open Standard for Public Transportation Alliance e.V.

“Articles of Association” means the Articles of Association of the OSPT, as amended from time to time.

“Member” or “Associate Member” means Member or Associate Member of the OSPT as defined in § 3.1 of the Articles of Association.

“Licensee” means a person or legal entity who or which is entitled to Implement the Specification. This may be a Member who is granted such license under § 12.2 b) (i) of the Articles of Association or any other party, including an Associate Member, who has obtained such license after a decision of the OSPT in accordance with § 12.2 c) Sentence 3 of the Articles of Association.

“Affiliate”, “Implement”, “Product” and “Specification” shall have the meaning as defined in § 12.1 of the Articles of Association.

“Certified Product” means a Product that has been certified in accordance with the provisions set forth in the Bylaws Regarding the Certification of Cipurse Products and the certificate of which has not been revoked.

2. License for “OSPT” Trademark

2.1 OSPT Alliance hereby grants all Members and Associate Members a non-exclusive, non-transferrable, non-sublicensable, royalty-free, worldwide, limited license to use the following trademarks:

2.1.1 “OSPT”

2.1.2 The logo for OSPT Alliance features the word 'ospt' in a lowercase, sans-serif font with a trademark symbol. Below it, the word 'ALLIANCE' is written in a smaller, uppercase, sans-serif font. To the right of the text is a graphic consisting of four interlocking loops in green, orange, blue, and purple.

for the purpose of identifying their membership in the OSPT Alliance.

In particular, the trademarks may be used on Members’ or Associate Members’ websites, literature, and trade show booths, to indicate membership in the OSPT Alliance.

2.2 The aforementioned license shall automatically end when the membership of the Member or Associate Member ends pursuant to § 5.2 of the Articles of Association.

2.3 OSPT Alliance hereby also grants the aforementioned license to each of the Members’ and Associate Members’ Affiliates under the condition precedent [aufschiebende Bedingung] that each Member and Associate Member names such Affiliates in a written notice to OSPT Alliance. In addition to the ending of this license for the reason set forth in Section 2.2, this license shall terminate automatically for each Affiliate if and when it ceases to be an Affiliate of a Member or Associate Member. The Members and Associate Members shall be fully

responsible and accountable for the use of the license by its Affiliates.

- 2.4** The aforementioned trademarks must not be used to identify any business, product or service offering of Members, Associate Members or third parties.

For such purposes, the “CIPURSE CERTIFIED” designation has to be used in accordance with the Bylaws Regarding the Certification of Cipurse Products.

- 2.5** Furthermore, the aforementioned trademarks must not be used in a way that would give rise to the risk that any third party may confuse Members and/or Associate Members with the OSPT Alliance.

3. License for “CIPURSE” Trademark

- 3.1** OSPT Alliance hereby grants all Members and Associate Members a non-exclusive, non-transferrable, non-sublicensable, royalty-free, worldwide, limited license to use the trademark:

3.1.1 “CIPURSE”

3.1.2 The logo for 'cipurse' features a stylized icon of four interlocking rings in blue, green, orange, and purple above the word 'cipurse' in a lowercase, bold, sans-serif font. A trademark symbol (TM) is located at the end of the word.

for the purpose of identifying the Specification.

- 3.2** The aforementioned license shall automatically end when the membership of the Member or Associate Member ends pursuant to § 5.2 of the Articles of Association.

- 3.3** OSPT Alliance hereby also grants the aforementioned license to each of the Members’ and Associate Members’ Affiliates under the condition precedent [aufschiebende Bedingung] that each Member and Associate Member names such Affiliates in a written notice to OSPT Alliance. In addition to the ending of this license for the reason set forth in Section 3.2, this license shall terminate automatically for each Affiliate if and when it ceases to be an Affiliate of a Member or Associate Member. The Members and Associate Members shall be fully responsible and accountable for the use of the license by its Affiliates.

- 3.4** The aforementioned trademark must not be used to identify any business, product or service offering of Members, Associate Members or third parties.
For such purposes, the “CIPURSE CERTIFIED” designation has to be used in accordance with the Bylaws Regarding the Certification of Cipurse Products.

- 3.5** Furthermore, the aforementioned trademark must not be used in a way that would indicate or imply testing, certification and/or any other endorsement of products and services by OSPT Alliance. In particular, it must not be used in conjunction with a designation such as “certified”, “tested” etc.

For such purposes, the CIPURSE CERTIFIED designation has to be used in accordance with the Bylaws Regarding the Certification of Cipurse Products.

4. Trademark Notice and Best Current Practice

- 4.1 When using the trade marks mentioned in Sections 2 and 3, Members and Associate Members shall use the following trademark notice: “CIPURSE and OSPT are registered trademarks of the OSPT Alliance in Germany and other territories.”
- 4.2 The OSPT Alliance may publish further guidelines on the use of trade marks and logos, which shall be followed by Members and Associate Members.