

## MERITS PRODUCT USER GENERAL TERMS AND CONDITIONS

By submitting its Order, the User enters into an Agreement with UIC and accepts that these General Terms and Conditions ("GTC") apply to that Agreement.

### 1. About UIC

The User is contracting with the Union Internationale des Chemins de fer ("UIC"), whose head office is in 16 rue Jean Rey, 75015 Paris (France), VAT number FR 43784601841, represented by Mr J-P. Loubinoux, Director General.

### 2. Definitions

The following definitions apply in these GTC:

"Order" means the operation by which a natural or legal person selects a Product(s) and proceeds to the relevant payment aiming to use such Product(s).

"User" means any natural or legal person who submits an Order.

"Agreement" means the contract between UIC and the User, which includes these GTC and the Order.

"MERITS" (Multiple East-West Railways Integrated Timetable data Storage) means the tool designed by UIC to make available to Users timetable data referred to several carriers.

"Raw Timetable" means timetable data sent by the relevant carriers to MERITS in the standard format foreseen for the MERITS data exchange, before the quality check and integration procedures performed by UIC.

"MERITS Integrated Timetable" means the MERITS data after the quality check and integration procedures performed by UIC.

"Catalogue" means the list of Products and fees based on which Users submit an Order.

"Product" means any content of the MERITS Integrated Timetable that can be ordered by Users.

"Party" means either UIC or the User, while "Parties" refers to both UIC and the User.

"Third party" means any other natural or legal person than UIC and the User.

### 3. License

UIC grants the User a non-exclusive, non-transferable, revocable, limited, subject to payment, worldwide license to use the ordered Products in compliance with the conditions stated in these GTC.

The duration of each license is shown in the Catalogue per each available Product.

Each license is strictly assigned to a specific User, which is not entitled to grant sub-licences for the rights that have been granted to it under the Agreement, or to transfer the license, the Product(s) or the MERITS Integrated Timetable as such to which it has access, even to one of its

associated undertakings, i.e. another company being part of the same group of the User (either controlled by – or in a share relationship with – the User or the controlling company of the User). This rule applies also in case of multi-license packages purchased by undertakings of the same group, i.e. companies controlled by – or in a share relationship with – a specific User or the controlling company of such User.

### 4. Fees - payment - delivery

The applicable fees are displayed in the Catalogue and may vary depending on market conditions. To complete the Order, the User is required to pay in advance the amount due – as displayed in the Catalogue – using one of the available payment methods. The ordered Product(s) shall be delivered to the User when the Order is complete.

### 5. Obligations of the User and methods of use

The User agrees at all times and in all places: (i) that the use of the content licensed by UIC will conform to applicable laws, including public order and good morals; (ii) that the use of content licensed by UIC will not damage either the commercial or other interests of UIC, UIC members or MERITS, nor harm their image or reputation; and (iii) to integrate any update of the MERITS Integrated Timetable that will be communicated by MERITS aiming to ensure the quality of the MERITS Integrated Timetable and/or Product(s) delivered to Users.

The User may adapt elements contained in the MERITS Integrated Timetable and/or Product(s) in order to make it compatible or compliant with the format, content or characteristics of its products or to offer an improved user experience of its products, under the condition that:

- (i) it does not change the content of the MERITS Integrated Timetable and/or Products to which it has access;
- (ii) it does not create or recreate the source code for MERITS Integrated Timetable and/or Products;
- (iii) it does not remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any MERITS Integrated Timetable and/or Products;
- (iv) or it fails to preserve all copyright and other proprietary notices in all copies of the Product(s) made by the User;
- (v) it does not lease, lend or use the MERITS Integrated Timetable and/or Products for timesharing or service bureau purposes;
- (vi) it does not sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use MERITS Integrated Timetable and/or Products except to the extent expressly permitted in the Agreement;
- (vii) it does not commercialise the MERITS Integrated Timetable and/or Products "as is";
- (viii) it does not publish any performance or benchmark tests or analysis relating to the MERITS Integrated Timetable and/or the Product(s), unless with the UIC's prior written permission;
- (ix) or it attempts to do any of the foregoing.

Nevertheless, save what set forth in the above paragraph, the User is allowed to:

- (i) use MERITS Integrated Data to provide itineraries information;
- (ii) enrich, enhance or otherwise adapt MERITS Integrated Timetable and/or Products in whole or in part;
- (iii) offer its services and/or products to Third parties using adapted MERITS Integrated Timetable and/or Products.

The User, including its employees, clients, suppliers and any Third parties acting under its control, will take all necessary and useful technical and organisational measures to secure the MERITS Integrated Timetable and/or Product(s) as well as the use made of them, and this, in compliance with current good practice.

The User may not cause, or allow any associated undertakings or Third parties, to:

- (i) decompile, disassemble or reverse-engineer the MERITS Integrated Timetable and/or Products; scrape, data-mine and/or build databases or otherwise create permanent copies of content obtained or extracted from MERITS Integrated Timetable and/or Products and/or;
- (ii) create or recreate the source code for MERITS Integrated Timetable and/or Products and/or;
- (iii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any MERITS Integrated Timetable and/or Products and/or;
- (iv) fail to preserve all copyright and other proprietary notices in all copies of the Product(s) made by the User and/or;
- (v) lease, lend or use the MERITS Integrated Timetable and/or Products for timesharing or service bureau purposes and/or;
- (vi) sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the MERITS Integrated Timetable and/or Products except to the extent expressly permitted in the Agreement and/or;
- (vii) modify, adapt, tamper with, translate, or create derivative works of MERITS and/or its data and/or;
- (viii) combine or merge any part of MERITS with or into any other database, tool, software or documentation and/or;
- (ix) refer to or otherwise use MERITS and/or the Product(s) as part of any effort to develop any database or tool similar to MERITS;
- (x) publish without any UIC's prior written permission any performance or benchmark tests or analysis relating to the MERITS Integrated Timetable and/or the Product(s) and/or;
- (xi) attempt to do any of the foregoing.

## 6. Disclaimer

Considering that Raw Timetable are sent to MERITS by the relevant carriers through a separate agreement, UIC shall do its best efforts to deliver complete and qualitative data, and shall cooperate in restoring the required quality of its Product(s). The User is aware that the number of the concerned carriers, as well as the frequency of their timetable data update to MERITS, may vary from time to time, even within the validity period of the purchased license, without affecting in any case the relevant fee.

The UIC makes no warranties concerning any data published via within the Product(s) or any MERITS data/database/ecosystem/tool, which are provided "as is." The UIC disclaims all warranties, express or implied including, without limitation, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. The UIC does not warrant the accuracy, currency, appropriateness, applicability or completeness of the Product(s) or any MERITS data/database/ecosystem/tool, nor of any particular guideline, template, or continuing program, or make any representation regarding the use or the results of the use of the Product(s) or any MERITS data/database/ecosystem/tool for whichever use, treatment or purpose.

Although UIC monitors MERITS, it cannot prevent all incidents and consequently does not provide a guarantee as to the availability of its data. The same applies in the event of maintenance: planned service interventions and service changes (particularly in the format, content or distribution method) will however always be communicated to the User beforehand.

UIC shall be liable for any damages of any kind including direct, incidental, indirect, special or consequential damages arising out of or in connection with the license granted under the Agreement or use of the Product(s) or any MERITS data/database/ecosystem/tool including, without limitation, loss of life, physical injury, property damage, loss of data, loss of income or profit, or any other damages, losses or claims, if its liability may be proven.

In no event UIC's liability to a User or to any Third party claiming through a User or on behalf of a User shall exceed the purchase price of the Product by the User for the concerned period. The User agrees and acknowledges that this exclusion and limitation of liability are reasonable in the circumstances and that the price of the Products would have been increased if such exclusions and limitations were not enforceable.

## 7. Intellectual Property

All rights, titles and interests of whatever nature (including, but not limited to, copyright, trademarks and patent application rights) and all intellectual property rights and moral rights linked to MERITS belong to UIC or the carriers providing the Raw Timetable. The User retains its intellectual property rights over the works created in relation to the MERITS Integrated Timetable and/or Products, in accordance with the Agreement.

## 8. Liability

The User acknowledges and agrees that the use of the Product(s) and/or MERITS Integrated Timetables is under its own responsibility. The User recognises that it is entirely and solely responsible for the consequences of exercising the rights granted under the Agreement.

The User agrees to safeguard and protect UIC from any claims made against it in connection with any use or misuse of MERITS Integrated Data or the Product(s) by the User.

#### **9. Enforcement and term of the Agreement**

The Agreement enters into force when the Order is complete and expires as soon as the relevant license expires, except for the clauses of this GTC, which keep their full enforcement.

At the end of the Agreement, the User agrees to delete without delay all the data that was placed at its disposal and, upon mere request from UIC, it will sign a certificate that the deletion has been carried out.

At any time, UIC may terminate, without having to go into litigation, the Agreement and thereby revoke the licence with immediate effect, without this giving rise to compensation of any kind to the benefit of the User in case of breach of the Agreement by the User, when this failure cannot be rectified or when the User does not have a solution within eight days from receiving a written communication from UIC.

The Agreement may be terminated by the User at any time by informing UIC in writing.

Under any circumstances, no refunding of the amounts paid or other compensation shall be granted at the end of the Agreement.

#### **10. Applicable Law and Competent Jurisdiction**

The Agreement is governed by French national law and the Parties submit to the exclusive jurisdiction of the relevant Court of Paris in relation to any disputes (contractual and/or non-contractual) concerning the Agreement. No arbitration is allowed.

#### **11. Communication**

Communication regarding the Agreement must be sent at UIC – Passenger Department – 16 rue Jean Rey – 75015 PARIS - France or by e-mail ([MERITS@uic.org](mailto:MERITS@uic.org)). Communication will be considered received and acquired when it arrives at one of these addresses. UIC will communicate via the e-mail address that has been provided for the User's user account or directly at the Order.

#### **12. Miscellaneous**

The rights and obligations arising from the Agreement may not be wholly or partially transferred to any Third party.

The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns, provided that any assignment requires the prior written consent of the other Party. The Parties are independent parties and do not have any right, power or authority to contract on behalf of or bind the other Party. The Agreement is executed and entered into by UIC and User solely for their benefit, and no other party (including without limitation any individual employee, officer, director, contractor or agent of either party) shall be entitled to any of the benefits hereof, or shall have any rights hereunder.

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements,

written or oral, regarding such subject matter, including any online, click-wrap, click-through, or other terms or agreements that may be bundled with the User.

UIC keeps the right to amend and to update these GTC from time to time, preserving already concluded Agreements or providing, in alternative, the User with a withdrawal right in case of non-acceptance of the relevant amendment and/or update.