



Open Communication Interface for Road Traffic Control Systems

OCIT-C Center to Center User Agreement

OCIT-C_User_Agreement_V1_R2

OCIT Developer Group (ODG) & Partner

OCIT® is a registered trademark of the companies AVT STOYE, Siemens, Stührenberg and SWARCO

OCIT-C Center to Center

User Agreement

Document: OCIT-C_User_Agreement_V1_R2

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www.ocit.org

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Document history

Version	Distribution	Date	Comment
V1_R1	Public	28.07.2010	New version without signature.
V1_R2	Public	16.11.2011	Owner of the rights supplemented

Terminology

Term	Definition
Data specification	Precise specification of the data transferred over the interface. The data specification is composed in XML. It is readable as text and machine readable. Data specifications are only distributed to right-of-use holders.
Documentation	The documentation comprises documents (text) and the data specifications (XML). It contains all the definitions required for reproducing the interface.
Documents	The documents describe the individual parts of the interface as well as their function and handling. They can be downloaded free of charge by everyone via the web site www.ocit.org .
OCIT	OCIT (Open Communication Interface for Road Traffic Control Systems)
Connected undertakings	Legally autonomous undertakings, in which an undertaking, directly or indirectly, has the power to exercise more than half the voting rights, or has the power to appoint more than half the members of the supervisory board, board of management or bodies legally representing the undertaking, or has the right to manage the undertaking's affairs.
Contracting partner	The party to whom right of use is transferred upon signing of this user agreement.
XML	Extensible Markup Language, a meta language for defining document types. XML supplies the rules that are applied when defining document types.
XSD	XML Schema Definition: XSD uses a complex schema language to describe data types, individual XML schema instances (documents) and groups of such instances.

1 Owners of rights to OCIT-C

The undertakings listed below are both copyright holders and owners of the definitions and software products for the "OCIT-C Center to Center" interface in all versions:

Siemens Aktiengesellschaft, Industry Sector Mobility Division
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AVT STOYE GmbH
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SWARCO TRAFFIC SYSTEMS GMBH
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Westerfeldstraße 3
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Schlothauer & Wauer GmbH & Co. KG
Ehrenbergstr. 20
10245 Berlin Germany

PTV Planung Transport Verkehr AG
Stumpfstraße 1
76131 Karlsruhe Germany

GEVAS software GmbH
Nymphenburger Str. 14
80335 München Germany

Verkehrs-Systeme AG
Neue Bahnhofstrasse 160
CH 4132 Muttenz Switzerland

The undertakings listed above have joined together in the OCIT Developer Group (referred to below as "ODG & Partner" for short) for the purpose of defining the OCIT-C interface.
Contact data: www.ocit.org.

2 Usage conditions

The owners or copyright holders mentioned above grant rights of use worldwide. The right of use is granted to the contracting partner following conclusion of this user agreement and is free of charge. The type and scope of the right of use is regulated in this user agreement.

2.1 The OCIT trademark

OCIT (Open Communication Interface for Road Traffic Control Systems) is a protected trademark (**OCIT**[®]) of the founding companies of the OCIT initiative, Dambach, Siemens, Signalbau Huber, Stoye and Stührenberg. ODG & Partner promote the standardization of interfaces for road traffic control systems under the OCIT trademark. The following rules apply to the use of the OCIT trademark:

- The term OCIT as a characterizing designation for groups, activities, systems, interfaces, architecture models or other properties may only be used with the consent of ODG & Partner.
- The contracting partner may use the OCIT brand as part of product names.
- The OCIT[®] logo is used in graphical form as a trademark. The "OCIT[®] Integrated" logo can be used as an advertising phrase or imprint on the products. Use of the logo does not represent a statement of quality.
- OCIT is written with uppercase letters in texts in any font without the ® symbol. The ® symbol only has to be used the first time the term appears in the text (OCIT[®]), for example in the title, and should be referenced by a comment inserted at the appropriate position: "OCIT[®] is a registered trademark of the companies AVT STOYE, Siemens, Stührenberg and SWARCO."

2.2 Documentation

The documentation comprises documents and data specifications (XML). It contains all the definitions required for reproducing the interface. The documents describe the individual parts of the interface as well as their function and handling. They can be downloaded free of charge by the contracting partner via the web site www.ocit.org. The data specifications (application profiles) are composed in XML and describe the data transferred over the interface. The contracting partner receives the data specifications following conclusion of this user agreement.

2.3 Warranty and liability

ODG & Partner affirm that they have developed the "OCIT-C" interface to the best of their knowledge. However, they provide no guarantee of fault-free operation and point out that given the current state of the art it is not possible to create software and related documentation in such a way that the possibility of errors can be excluded in all possible applications

and combinations, especially also when used together with a variety of different hardware components.

ODG & Partner will ensure performance of services and provisioning of information with the same care and diligence that they apply to their own affairs and will rectify or supplement any incomplete or faulty information conveyed. ODG & Partner expressly reserve the right to cease further development and maintenance of the OCIT-C interface at any time. The OCIT-C specifications are supplied without any guarantee of use or effectiveness. ODG & Partner do not provide a guarantee of the results that a contracting partner is seeking to achieve when using these specifications.

Unless liability is mandatory due to a legal norm, all other liability is excluded on the part of ODG & Partner for damages including consequential damages caused directly or indirectly through use of the OCIT-C interface by the contracting partner or a third party. In particular, ODG & Partner accepts no liability for ensuring that the contracting partner will be able to use the information for the intended purpose.

ODG & Partner are not responsible for violation of protective rights of third parties or validity of licensed intellectual property rights. ODG & Partner affirms however that protective rights of third parties that have to date been contrary to its interests have not been recognized.

2.3.1 Registration

ODG & Partner reserve the right to publish the names of the right-of-use holders on its web site.

3 Right of use

The above-mentioned sections of this document form part of this user agreement.

ODG & Partner grant the contracting partner the non-time and location limited, non-exclusive and non-transferrable right of use to the "OCIT-C" interface.

The right of use covers:

- Permission to create definitions of the interface or parts thereof – itself or through third parties (e.g. subcontractors) – to incorporate these into own hardware and software respectively or road traffic control systems and to distribute same in a non-defined quantity.
- Permission to sub-license the above-mentioned rights to its connected undertakings as defined under "Terminology".
- Use of the word mark OCIT as a name element for identifying corresponding own products in accordance with the terms and conditions outlined in Section 2.1. The contracting partner is given the graphical templates for the "OCIT[®]" and "OCIT[®] Integrated" logos.

The contracting partner must not sell or impart the documentation and software made accessible to it or make it available in some other way to third parties. Copies are permitted exclusively for own use by the contracting partner.

In the case of sublicensing to connected undertakings, the contracting partner will inform ODG & Partner of such undertakings in writing prior to sublicensing.

The contracting partner must take appropriate steps in order to prevent unauthorized actions and must comply with the trademark protection for OCIT®.

Changes to the documentation are managed exclusively by ODG & Partner.

It is not permitted to change the OCIT-C documentation and/or the software supplied or to use parts of the definitions as a basis for own, commercially marketed interfaces.

It is permitted however to extend OCIT-C interfaces with manufacturer-specific objects. An interface modified in this way must be labeled uniquely as a design variant of OCIT-C and be clearly recognizable as such. The manufacturer-specific objects have to be documented in a separate XML schema file (XSD) and the manufacturer identified in readable form (text) in the file's name space.

In the event of violations of this agreement, ODG & Partner can withdraw the right of use to the OCIT brand from the contracting partner and assert claims for damages.

3.1 Conflict settlement

3.1.1 Negotiations between the parties

Should disputes arise in conjunction with this user agreement, the parties will endeavor to settle such disputes amicably through agreement between the responsible project managers. Each party can request that a member of upper management from both sides be brought into the negotiations. Each party has the right at all times to declare the negotiations terminated through written notification of the other party respectively and to request performance of the ADR mentioned in the next section.

3.1.2 ADR (Alternative Dispute Resolution):

If agreement cannot be reached in accordance with the first section above, the parties will attempt to agree on an ADR process (e.g. mediation, arbitration, expert reports, dispute board, adjudication). If no agreement has still been reached within 14 days following breakdown of the negotiations as outlined in the first section above or if the ADR process does not lead to a resolution of conflict within two months following initiation, each party can initiate arbitration proceedings as per the next section.

3.1.3 DIS arbitration clause

All disputes arising in conjunction with this contract or in relation to its validity will be decided conclusively according to the arbitrary court regulation of the German Institution for Arbitration (DIS), excluding the regular legal process. The language of the proceedings is German.

3.1.4 Applicable law

This contract is subject to German material law excluding international private law.

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