



*Train Information System
(TIS)*

**TIS INTERFACE AGREEMENT FOR USERS
(for small and medium sized TIS Users)**

(version December 2018)

and

.....

("TIS-User")

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This TIS Interface Agreement for Users (the "**Agreement**") is entered into between:

1. **RailNetEurope**
Oelzeltgasse 3/9
1030 Vienna
Austria
(hereinafter "**RNE**")

and

2. **Company**
- address.**
-
- (hereinafter "**TIS-User**")

(RNE and the TIS-User hereinafter each referred to as a "**Party**" and collectively the "**Parties**").

Recitals

- (A) RNE has designed and developed the Train Information System ("**TIS**"). TIS supports international train management by delivering real-time train data concerning international passenger and freight trains. Thus it is possible to follow the complete run of international trains via TIS across European borders. TIS consists of hardware and software components (the central system).
- (B) Each TIS-Member transfers the Data containing the relevant train information from its domestic system to TIS.
- (C) RNE has the exclusive right to operate TIS and to grant licenses to others to access the data contained in the database of TIS (with read-only or read/write permission).
- (D) RNE intends to grant a license to the TIS-User with the right to use and access TIS.

1. Definitions

In addition to the other terms defined elsewhere in this Agreement, the following words and terms shall have the meaning set forth below.

Agreement	means this agreement between RNE and the TIS-User.
Data	means the collection of information that is stored in TIS.
Data Exchange	means any upload and download of Data to or from the TIS pursuant to clause 4.2.6.
Downtime	means the time period in which any Data Exchange with TIS is not possible due to a central systems malfunction and which could result in loss of Data packets or Data integrity of not completed or interrupted transfers.
IM	means an Infrastructure Manager.
IMDS	means the Infrastructure Manager's domestic system which is the national traffic control and/or information system of a TIS Member producing or feeding the Data for TIS.
Maximum Downtime	means the total time period of Downtime allowed.
National Trains	means trains without any border crossing. A limited pre-defined amount of national trains, up to 10% of total national train traffic, can be included in TIS, based on bilateral contracts with the delivering IM.
Parties	means RNE and the TIS-User.
RU	means a Railway Undertaking.
Reaction Time	means the maximum time allowed for a Party to initiate remedial actions following a certain event.
TIS	means RNE's Train Information System, a real-time traffic information system for international passenger and freight trains.

TIS-Member	means any Infrastructure Manager being a member of RNE or any Infrastructure Manager being a Party to a valid TIS Membership Agreement for IMs non RNE members having an access and using the system with read-only or read/write permission following the stipulations of the RNE IROGs or the TIS Membership Agreement for IMs non RNE members.
TIS Reporting Points	means the specific check points on the IM's local infrastructure as specified by the IM.
TIS-User	means each person or entity which is not a TIS-Member with a right to use TIS and to access its Data, mainly RU, pursuant to this Agreement.

2. Objectives of this Agreement

- 2.1 TIS is a real-time traffic information system for international and limited number of national passenger and freight trains designed, developed and operated by RNE. TIS consists of hardware and software components which form the central system. Front-end applications are distributed to, and executed by, the TIS-Users. RNE is responsible for the operation of TIS subject to the terms of this Agreement, but cannot verify in each case the quality, correctness, completeness or timing of the Data stored in the TIS.
- 2.2 The TIS-Members transfer the Data containing the relevant train information from its IMDS to TIS and secure the Data Exchange process and the accuracy, quality and updating of the Data according to its IMDS.
- 2.3 RNE intends to enter into user agreements with other TIS-Users and to set-up a Data gateway in TIS for real-time Data Exchange.
- 2.4 TIS is merely an additional source of information on international rail traffic. However, by providing TIS RNE does not in any way assume the responsibility of national rail traffic control or management authorities, rail operators or infrastructure managers, whose operations and liability will continue to be determined by applicable law governing safety.

3. Duration

This Agreement shall enter into force for an indefinite period of time until terminated pursuant to clause 12 of this Agreement.

4. Services of RNE and Operation of TIS

4.1 Operation of TIS

- 4.1.1 RNE shall provide the TIS-User with access to TIS for Data Exchange on predefined TIS Reporting Points.
- 4.1.2 The TIS-User shall have access to the Data relating to its own trains and, provided that they have executed and submitted to RNE a mutual written agreement on Data sharing, to the Data of such other TIS-Users' trains.
- 4.1.3 The TIS-User hereby agrees to the use and sharing of Data pertaining to it or its trains and authorizes RNE to make available the Data to all TIS-Members over TIS.
- 4.1.4 The rights under this Agreement granted to a TIS-User to access Data in TIS are non-exclusive and expire upon termination of this Agreement. The TIS-User understands and agrees that RNE has at any time the right to share Data and to allow Data Exchange with other TIS-Members and to use and share all Data in this manner also after the termination of this Agreement.
- 4.1.5 RNE has the right to update and/or modify TIS to meet legal, commercial, administrative and/or technical requirements and future developments. RNE will inform the TIS-User about any updates and changes to TIS and/or any new or discontinued features.
- 4.1.6 RNE will offer TIS training sessions if there is a demand by a sufficient number of TIS-Users. The costs of training sessions are borne by the participating TIS-Users.

4.2 Transfer of Data

- 4.2.1 The data interface which is based on TIS provides raw data to the TIS-Member or to the TIS-User.
- 4.2.2 RNE shall transfer the Data as specified in Annex A to the TIS-User and set up an automated process for Data Exchange so that the Data of RNE's TIS is transferred to the domestic system of the TIS-User.
- 4.2.3 In case the IMs are providing the National Trains to TIS, TIS will transfer Data to the domestic system of the TIS-User.
- 4.2.4 For the Data Exchange from RNE's TIS to the TIS-User's domestic system, RNE will use the version of the TIS interface dossier as defined in Annex B. RNE has the right to change Annex B upon giving six calendar months' prior notice to the TIS-User.
- 4.2.5 The details regarding the transfer, the quality, the format and the time of the delivery of the Data are specified in Annex A. All coding from and to TIS should be made using the international coding standard based on the pertinent UIC leaflet or TAP/TAF TSI in the latest version.

- 4.2.6 The TIS-Member has currently two options as to the method for Data Exchange with the TIS:
- generally over the internet using the gateway of the TIS-Member's local internet service provider; or
 - alternatively via HOSA network: a services provided by Hit Rail, a company organised and existing under the laws of The Netherlands, having its registered offices at Laan van Puntenburg 100, HGB IV 7k35, PO Box 2812, 3500 GV Utrecht, The Netherlands
- 4.2.7 During the term of this Agreement, the TIS-Member shall maintain an operational internet or HOSA connection.

4.3 System Availability

RNE shall procure that, except as permitted in this Agreement, TIS is accessible and available for Data Exchange (over an internet connection or the HOSA gateway) as follows:

Regular time of operation:	Monday to Sunday 24 hours per day except the Downtime needed to assure the system availability.
Service Level:	The general service level for TIS is 98.5% per quarter (the " Service Level ").
Regular maintenance:	Monday morning between 10:00 a.m. and 12:00 a.m. (Vienna time), for a maximum of 60 minutes.
Maximum Downtime:	The Maximum Downtime is 1.5% and will be measured per quarter. The Maximum Downtime does not include regular maintenance time needed to secure or improve normal system operation and availability. The latter is part of the general Service Level.
User-Helpdesk:	Every day between 9:00 a.m. and 4:00 p.m. (CET) except on Saturdays, Sundays and on statutory holidays in Austria.
2 nd Level Service Desk	Monday to Sunday 24 hours per day.
Reaction Time:	4 hours after the report of an incident within the regular time of operation of TIS.

4.4 Maintenance Service

- 4.4.1 RNE reserves the right to make TIS unavailable for maintenance and shall notify the TIS-User at least one calendar week in advance of any planned maintenance works outside of the regular maintenance schedule. Timely notified Downtimes are subject to the general Services Level and not to the Maximum Downtime threshold pursuant to clause 4.3.

- 4.4.2 In case of an emergency or if there is a need for urgent work to be carried out, in each case to be determined in the reasonable discretion of RNE, RNE reserves the right to make TIS unavailable without giving any notice in advance.

5. Fees and Charges

5.1 Fees

- 5.1.1 The TIS-User shall pay a fee for the initial set up once and maintenance fees for TIS interface per year based on the threshold. The threshold shall be not more than 250 trains and 5,000 messages per week. The TIS user shall also not be allowed to request a tailor-made set-up of points (i.e. all TIS points will be included).

The fees are listed in the table below. (The amount net of VAT, if applicable):

EUR 1,500,--	One-time initial set up fee.
EUR 5,500,--	24/7 maintenance of the TIS interface per year (for the first interface)

- 5.1.2 The invoice for set-up fee will be sent from RNE to the TIS User after the connection between the TIS-User and TIS is established. The TIS-User shall pay the set-up fee within 30 days from the day of the invoice.
- 5.1.3 The invoices for the fees of maintenance of the TIS interface/s will be sent from RNE to the TIS-User to the beginning of every half of year. The TIS-User shall pay the maintenance fee within 30 days from the first day of that six month period.

5.2 Charges

- 5.2.1 Currently the use of the TIS data is free of charge. So the charge for a message is set to 0 cent.

CENT 0,--	Per Mega Bite/Train transferred
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- 5.2.2 RNE may introduce a charging system and shall inform the TIS-User thereof. Upon receipt of such notice, the TIS-User may terminate this Agreement with immediate effect by written notice to RNE within a time period of three calendar months. Invoicing of charges will commence for the first time after expiry of the three calendar months' period. The charges will be invoiced per half of year. The invoice for charges will be sent from RNE to the TIS-User to the beginning of every half of year. The TIS-User shall pay the charges within 30 days from the first day of that six months period.
- 5.3 RNE is entitled to adjust the fees and charges listed above and the price defined in Annex A according to the Austrian Consumer Price Index 2010 ("**CPI**" - Verbraucherpreisindex) by the end of every second calendar year.

New price = (Last agreed price x Latest index/ (Last agreed index), where the “Last index” correspond to the index at the date of 1st day of the month the agreement was signed.

5.4 All payments to RNE shall be made to the following bank account:

Account holder:	RailNetEurope
Name of bank:	Erste Bank
SWIFT code:	GIBAATWWXXX
IBAN code:	AT14 2011 1282 3521 6200

5.5 TIS-User`s details for invoices:

Invoicing address	
Contact person, including E-mail address and phone number	
VAT Identification number of the company	

All communications between the Parties regarding invoicing shall be made to the following email address of RNE: financials@rne.eu.

6. Notices

- 6.1 Notice details of the Parties are specified in Annex C.
- 6.2 Any information, other than transfer of Data, exchanged between the Parties shall take place through the contact points mentioned in Annex C.
- 6.3 The Parties will inform each other in writing about any changes in their contact data, in particular with regard to their e-mail and postal addresses. Until a Party has validly received the new contact details of the other Party, any communication served on the last notified contact information will be considered to have been validly received.
- 6.4 RNE shall send information relating to TIS functionality by an e-mail newsletter to the TIS-Member and publish the same on the TIS website.
- 6.5 Any other communications or notices, in particular those relating to the validity or terms of this Agreement or the mutual rights and responsibilities of the Parties, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by registered or certified mail (return receipt requested), (c) sent by overnight courier, or (d) by e-mail.
- 6.6 Any such other notices and communications shall be deemed to have been received, (a) if by personal delivery at the time of actual delivery; (b) if by certified or registered mail, on the third business day after the mailing thereof; (c) if sent by overnight courier on the day of actual delivery; and (d) if by email, as soon the receipt of such e-mail has been acknowledged by the recipient by return e-mail (automatically generated notices or communications shall be disregarded for the purposes of what constitutes a return e-mail; if a Party has requested a confirmatory reply e-mail, the recipient Party shall promptly honour this request upon the e-mail's receipt and sent an acknowledgement).

7. Confidentiality and Data Protection

- 7.1 RNE shall ensure that access to TIS is secured by login name and password and configured that its Data is only accessible to authorised TIS-Members and TIS-Users. For each person to be authorized to access TIS on behalf of the TIS-User, the TIS-User shall provide the person's contact data (personnel number, name, email, telephone number and position) to TIS Support. The TIS-User shall keep RNE updated about any changes regarding any authorized persons, in particular deregister persons whose access is not required any further or shall be deactivated. RNE has the right to disable any account which has not been used for more than 6 (six) calendar months. On the 5th month of non-usage of an account RNE will send an alert notice by email to TIS-User.
- 7.2 TIS-Members shall have access to all Data stored in TIS, whereas TIS-Users will have access to the Data of their own trains and, provided that they have executed and submitted to RNE a mutual written agreement on Data sharing, to the Data of such other TIS-Users' trains.
- 7.3 In this Agreement, "**Confidential Information**" means any and all Data contained in the TIS or any other information and documents marked by one Party as confidential or which is, based on its

contents or appearance, of confidential nature, regardless of the form in which such information is communicated or maintained (binary data, excel files, diagrams, tables, slides, printouts, etc), including, without being limited to, information relating to services, customers, fees, suppliers, financial information or internal structure and management, with the exception of information generally available to the public.

- 7.4 The Parties undertake to hold all Confidential Information as entirely secret and confidential and to use Confidential Information only for the purpose for which the TIS has been created and limited to their own business operations and when providing services to their customers. The Parties undertake to ensure that their respective directors, officers, employees, advisers and agents will keep entirely secret and confidential all Confidential Information.
- 7.5 The Parties shall implement and maintain security procedures and measures, in order to ensure the protection, integrity and authenticity of exchanged Data against the risks of unauthorized access, alteration, delay, destruction or loss.
- 7.6 Any authorized transmission of Confidential Information shall be subject to the same degree of confidentiality as provided for by this clause 7 unless agreed otherwise.
- 7.7 Each Party may disclose Confidential Information to the extent it is requested by judicial authorities, regulatory bodies or any requirement of mandatory law.

8. Limitation of Liability

- 8.1 The Parties disclaim to the fullest extent permitted by law any warranty (express or implied) with respect to the obligations assumed by them under this Agreement or which might otherwise be implied by or incorporated into this Agreement by reference, in particular relating to the operation of the TIS, the Data (quality, accurateness or completeness), Service Level, Downtime, Helpdesk, the supply and operation of software or any related documentation.
- 8.2 Any liability of RNE and the TIS-User under this Agreement and in connection with the operation of TIS, Data Exchange and the Data shall be excluded or limited to the fullest extent permissible under applicable law. This exclusion and limitation of liability is irrespective of the legal grounds and relates in particular to any claims based on rescission, error, non-occurrence of expectations, reduction of the true value of the consideration received by half, contractual damages, tort, statutory warranty, unjust enrichment law or any other legal theory and shall exclude the recovery of any kind of loss, be it direct damages; loss of expected revenue, income or opportunity; loss of profit; loss of goodwill or reputation or any indirect or consequential damage.
- 8.3 RNE is not liable for any damages suffered by the TIS-User due to Downtime, a failure of its access to TIS or a failure of its ability to retrieve Data from it.
- 8.4 RNE is not liable for any damages or business losses or any loss or corruption of any data, database or software suffered by the TIS-User due to usage of TIS` s login names and passwords from TIS-User` s unauthorized personnel.

- 8.5 RNE is not liable for the completeness and/or correctness of the Data provided by TIS-Members. Likewise the TIS-Member is not liable towards RNE or any other TIS-Member, TIS-Users or third parties for the completeness and/or correctness of the Data stored in TIS. This Agreement shall not constitute a contract for the benefit of, and shall not have any protective effect in favour of, other TIS-Members, TIS-Users or third parties in general.
- 8.6 Notwithstanding the previous provisions of this clause 8, RNE's liability for any and all claims shall be in any case limited in amount to a the fees of one year paid by the TIS-User pursuant to clause 5, if any.
- 8.7 The Parties sole remedy in case of a conduct by the other Party that would ordinarily give rise to liability under the causes of action or legal theories for which liability is disclaimed and waived pursuant to the provisions of this clause 8, is to terminate this Agreement vis-à-vis the breaching Party pursuant to clause 12.3.

9. Intellectual Property Rights

- 9.1 TIS and its Data are the exclusive intellectual property of RNE.
- 9.2 The TIS-User shall, during the term of this Agreement and at all times hereafter, refrain from any action which could enable it or third parties to copy or reproduce TIS as an international system.
- 9.3 TIS as a database, its form and contents as well as the underlying software, are subject to copyright protection. Use beyond the rights granted in this Agreement is not valid without RNE's explicit written consent.

10. Adjustment of the Agreement

- 10.1 Any amendments or modification to this Agreement shall be made in writing in order to be effective. Oral promises shall be ineffective until confirmed in writing. If the above formal requirement is amended or changed, such amendment or change shall also be made in writing in order to be effective.
- 10.2 If a clause in this Agreement becomes invalid, unenforceable and/or found to be incomplete, it shall be deemed automatically replaced by a legally valid and enforceable clause with similar commercial content. The invalidity or incompleteness of a clause does not influence the validity of other clauses or this Agreement.

11. Applicable Law and Venue

- 11.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Austria. Applicability of Austrian law of conflicts/international private law is excluded.

11.2 The court having jurisdiction over commercial matters in the first district of Vienna shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement, including those connected with its conclusion, entering into force and termination.

12. Termination

12.1 Either Party may terminate this Agreement effective at the end of any given month by giving three months' prior written notice.

12.2 In case RNE determines to introduce a charging system, the three months' notice period shall not apply if the TIS-User chooses to terminate this Agreement within the time period of three months after receipt of such notification as set forth in clause 5.

12.3 Either Party may immediately terminate this Agreement for good cause if the other Party severely and/or repeatedly breaches a material provision of this Agreement.

13. Assignment

No Party shall assign, transfer (in full or in part), charge or otherwise deal with any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Party or except as otherwise expressly provided in this Agreement or in accordance with this clause 13.

14. Miscellaneous

14.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

14.2 This Agreement, together with its Annexes, contains the whole agreement between the Parties and supersedes all previous agreements, whether oral or in writing, between the Parties relating to its subject matter.

14.3 This Agreement shall be executed in two counterparts, one for each Party.

Vienna, _____

Place _____

Joachim Kroll _____
Secretary General
RailNetEurope

For TIS User _____
CEO/Managing Director

Harald Reisinger _____
CIO
RailNetEurope

Annex A: Description of the Data interchanged for TIS-User

Performance Level for the train running information messages (format and quality of the Data transfer)

Message (UIC or adequate TAF/TAP TSI)	Mandatory /Optional	Completeness ¹⁾	Target Requirement ²⁾	Specific Case (e.g.)
TIS2090 Contracted Timetable	mandatory	90%	24 hours before departure from the first timetable point (of first train of the delivered set).at the IM. Short Term planned paths and updates to be sent as soon as available.	Minimum 60 minutes before departure in the considered network
UIC2001 Running Forecast	Optional	90%	Mandatory	-----
UIC2002 Running Advice	mandatory	90%	Real time, latest maximum 15 minutes after the event (e.g. train passing an TIS point).	-----
UIC2003 Failure (cancellation) of train	Optional	90%	Mandatory. Latest maximum 60 minutes after IM cancellation event .	-----
UIC2004 Technical Characteristics	Optional	90%	-----	-----
UIC2005 Additional Delay citing reason	Optional	90%	Mandatory. As soon as available.	Required updates are possible within one month after the event that caused the delay.
UIC2006 Interruption of Running	optional	90%	-----	-----
UIC2701 Corridor Status	optional	90%	Mandatory. As soon as available.	-----
UIC2310 Data inquiry	optional	N.A:	-----	-----
UIC2315 answer to inquiry	optional	N.A.	-----	-----

1) Measured time: 1 month

2) Achievement of Target Requirements can be dependent upon other national and international projects.

Annex B: Interface Description and Technical Overview

[provided separately]

Annex C: Contact Details

RNE Contact Points:			
Name: TIS Manager – Josef Stahl			
Mail:	Oelzeltgasse 3/8	Email:	Josef.Stahl@rne.eu
	1030 Vienna	Phone	+43 1 907 62 72 27
	Austria	Fax:	+43 (0) 1 907 62 72 90
Name: TIS Service Desk			
Mail:	Oelzeltgasse 3/8	Email:	support.tis@rne.eu
	1030 Vienna	Phone	+43 1 907 62 72 25
	Austria	Fax:	+43 (0) 1 907 62 72 90

TIS-User Contact Points:			
Name:			
Mail:		Email:	
		Phone	
		Fax:	