

Agreement of use of UIC electronic Ticket Control Database (eTCD)

Between

Editions Technique et Ferroviaires, Société par actions simplifiée incorporated under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, SIRET (French business registration number) 47957875900017, represented by its chair Union Internationale des Chemins de fer, represented by Mr François Davenne, Director General, hereafter referred to as **UIC** and

- located at _____ represented by Mr _____, acting in his capacity of _____ and Mr _____, acting in his capacity of _____, hereafter referred to as the **eTCD User**,

UIC and the eTCD User shall be referred to in collectively as Parties and individually as a Parties.

Now and therefore, the Following has been agreed:

1. GTC
Both UIC and eTCD User agree to comply with eTCD GTC.
2. GDPR
Both UIC and eTCD User agree to enter into the GDPR Agreement attached to this Agreement and to comply with the latest applicable EU GDPR regulation.
3. LICENCE (Yearly fee + number of users (ie RICS/URN Code))

In case of plurality of Users, then eTCD User that is Party to this Agreement unconditionally and irrevocably commit on its behalf and on the behalf of the other Users as listed in the table below, to comply in all respects with the provisions of this Agreement as well as with all applicable laws and eTCD User shall therefore defend and indemnify UIC accordingly.

USER DETAILS (one User per RICS/URN code)	FIXED FEES		VARIABLE FEES	
	ISSUER (Y/N)	TCO (Y/N)	ISSUER (Y/N)	TCO (Y/N)
Total fixed fees for the first subscription				

Prices shall be referred to in the catalog available at:

<https://uic.org/passenger/passenger-services-group/etcd>

An eTCD User may qualify for both Issuer and TCO in which case the User will be required to pay the fees related to both Issuers and TCOs

UIC will be invoicing the eTCD services as follows:

- Fixed fees: At the subscription and at the beginning of each subsequent civil year after the first subscription;
- Variable fees: at the end of each civil year

4. Payment

Net payment shall be made by transfer sixty (60) days from the date of issue of the invoice. The invoice will include the following information:

- Name of the bank
- IBAN code
- BIC
- EU VAT number

5. Duration

This Agreement shall enter into force at the payment date of the fixed fees by the User and shall remain valid:

- Initial subscription: 01/01/2025 to 31/12/2025 (end of civil year subject to a minimum of 12 months initial subscription period);
- Licence renewal: This agreement shall automatically renew at the expiry of a licence period, unless otherwise decided according to the provisions of the GTC.

6. Amendments

Any change, extension or addition to this agreement shall not be valid unless and until agreed in writing between the parties through an amendment to the Agreement, executed by the Parties.

7. Disputes and competent courts

In the event of difficulties in applying this agreement, disputes shall be referred to the GTC.

8. Saving clauses

The Parties agree to cooperate in good faith. If an individual provision in this Agreement proves to be wholly or partly invalid or inoperable, the other provisions of this Contract and the validity of this Contract shall not be affected, unless inseparable from the invalidated provision. In place of the provision which is invalid or inoperable, a valid and operable

provision is to be agreed, in writing, which is as close as possible to the meaning and purpose of the invalid provision.

If this Agreement proves to have loopholes, provisions are to be agreed, in writing, which correspond to the meaning and purpose of the Contract and which would have been agreed had the loopholes been detected.

Prepared in three copies one of each to be given to the UIC, and two of each to be given to TI,
in Paris, on 1st January 2025

Signatures:

For UIC	For the eTCD USER