

The ORFEUS - Railways

Indicated in Annex 1

all of the above hereinafter referred to as "sender", "recipient" or jointly also referred to as "the parties"

enter into the following Agreement:

ORFEUS - V2C (Situation 01.01.2017)

**Updated
Framework Agreement on
Electronic Data Interchange
according to the ORFEUS Application using the
Central Data System (CDS)**

**Approved on March 23rd, 2010
Special Assembly ORFEUS**
(Replace and cancel the agreement of 2004)

Preamble

The parties shall provide logistic services, in particular transport services, for their customers in accordance with the provisions set forth in separately concluded service and freight agreements.

All parties have at their disposal suitable technical equipment which enables communication by means of electronic data interchange (EDI); the parties intend to use EDI for the fast and cost-effective transmission of all data relating to the agreements and services.

To achieve that purpose, the parties now agree on the following general terms and conditions:

Article 1 Subject Matter of the Agreement

- 1.1 This Agreement specifies the conditions under which the ORFEUS data exchange shall be carried out to facilitate the efficient take over of international freight transports from another Railway Undertaking (RU). Throughout the term of this agreement, the parties shall be obliged to apply and maintain the EDI procedure for the agreed functionalities. Divergent forms of data interchange for these functionalities shall be permitted only in cases of planned or unplanned downtimes, breakdowns in the communication system or on the basis of a written addendum or amendment to this Agreement.
- 1.2 Any information transmitted in unstructured free text fields shall not be binding upon the recipient of the message, even if not expressly contested by him.
- 1.3 This Agreement shall not govern the contractual obligations resulting from the transactions handled by EDI.
- 1.4 For the designation of the shipping or receiving station, the transmitted code number shall be authoritative for performance of the order and not the name of the station indicated in writing.

Article 2 Definition of Terms

- 2.1 For the purposes of this Agreement, the terms below shall be defined as follows:
- 2.2 EDI (Electronic Data Interchange)
EDI refers to the electronic interchange of commercial, technical, administrative and other data between computers. The transmission of data shall be effected in an agreed standard, in the form of a structured EDI message.
- 2.3 EDI Message
EDI message refers to a logically coherent group of segments or data sets which is structured according to an agreed standard, converted into a computer-readable format and which can be automatically and unambiguously processed.
- 2.4 The ORFEUS railways agreed in using the following message-types:
CTD (Create Transport Dossier)
UTD (Update Transport dossier)
- 2.5 Message Transmission
Electronic message interchange controlled by the sender in the form of a structured quantity of messages with clear identification of beginning and end.

- 2.6 Message Retrieval
Electronic message interchange controlled by the receiver in the form of a structured quantity of messages with clear identification of beginning and end.
- 2.7 Communication System
Communication system refers to the entire technical equipment which enables communication by means of EDI, i.e. the communication equipment of both parties and the connecting line network.
- 2.8 Communication Equipment
The entire technical appliances and means of one party, in particular hardware and software, used to execute electronic data interchange on the basis of this framework agreement.
- 2.9 Confirmation of Receipt
Confirmation of receipt of an EDI message refers to the procedure in which the syntax and semantics of the EDI message are checked on receipt and appropriate confirmation transmitted by the recipient.
- 2.10 ORFEUS railway
railway undertaking participating in the ORFEUS application
- 2.11 NIS (National Information System)
Own IT-system of each ORFEUS railway allowing the ORFEUS data exchange through EDI
- 2.12 CDS (Central Data System)
Central computerised system allowing the ORFEUS data exchange through EDI
- 2.13 ORFEUS Data Exchange
Set of EDI messages described in the ORFEUS manual
- 2.14 EDI manual
Set of documents comprising the procedures, technical, organisational and procedural specifications required to ensure the smooth functioning of EDI, in accordance to this agreement.
- 2.15 USC (User Service Centre)
Body supporting the railway undertakings running the ORFEUS application

Article 3 Receipt of EDI Messages

- 3.1 An EDI message is deemed arrived at the recipient by way of message transmission if received by the recipient's communication equipment and the sender's communication equipment has received automatic confirmation of receipt from the recipient's communication equipment, unless the sender has elected to forego confirmation of receipt.
- 3.2 An EDI message is deemed received by the recipient by way of message retrieval if the message was made available for retrieval in the relevant part of the sender's communication equipment, was retrieved from there by the recipient and automatic confirmation of retrieval by the recipient's communication equipment is issued by the sender's communication equipment.
- 3.4 Messages shall be processed as soon as possible after receipt

Article 4 Message processing

- 4.1 The ORFEUS railways adhere to the EDI manual they have drawn up
- 4.2 Each railway decides with which message-type it will participate in the ORFEUS data-exchange. The CDS makes sure, that all parties receive only those messages, they agreed upon.
- 4.3 Further they agree to the following:
- the CTD has to be sent to the CDS before the transport will arrive at the handover-point; exceptions have to be agreed on bilaterally; the CDS has to distribute this message immediately to the other ORFEUS railways involved in the transport chain,
 - no freight transport will be handed over before the CTD message has been received by the CDS,
 - each participating railway commits to re-send the messages which could be not transferred due to a communication failure,
 - each participating railway ensures that the sent data conform to the standard agreed upon; as a minimum it is required, that the quality matches the standard of the own NIS.
 - in case of errors or communication problems the concerned partner (national helpdesks, the CDS running Computer Centre and USC) will do it's utmost best to inform the others within one hour at the latest.
- 4.4 The railways shall alert each other as soon as possible of any unforeseen disruption that may occur in their system and take the necessary steps to solve the problem as soon as possible. (see also art. 7.2)

Article 5 Legal Validity

- 5.1 Neither of the parties shall be entitled to plead the legal invalidity of data solely on the grounds that such data has been generated electronically and transmitted or received in the form of EDI unless the data have not been sent or received according to the terms of this agreement.
- 5.2 The parties agree that in case of dispute, the message records which they are obliged to keep pursuant to the terms of their domestic laws shall constitute proof of the facts contained therein unless proof to the contrary is furnished.

Article 6 Security of EDI Messages

- 6.1 The parties shall be obliged to perform and maintain security procedures and routines to protect EDI messages against unauthorised access, alteration, delays, destruction and loss.
- 6.2 Security procedures and routines for checking the origin and integrity of messages, to identify the sender of an EDI message and to ensure that each received EDI message is complete and has not been mutilated shall be obligatory for all messages.

- 6.3 The recipient shall advise the sender and the other parties immediately if the security procedures and routines lead to the rejection of an EDI message, to the discovery of a fault in a message or to suspicion of fraud by a third party.

Article 7 Downtime and Faults

- 7.1 Each party shall be obliged to give the other parties a minimum of 2 weeks' written notice (e.g. by letter, fax, e-mail) of any planned EDI downtimes (temporary operation shutdowns, scheduled maintenance etc).
- 7.2 Each party shall be obliged to notify the other party immediately of any unplanned downtimes (e.g. owing to faults), according to the procedure the parties agreed on (see also art 4.4)
- 7.3 Should either of the parties detect a fault in the communication system or have good reason to assume the existence of a fault, it shall be obliged to notify the other parties immediately. The foregoing obligation shall apply irrespective of in whose sphere of responsibility the source of the detected or assumed fault lies. If necessary, that notification must be made by a communication channel outside the communication system (e.g. telephone, e-mail, fax).
- 7.4 Without prejudice to its obligation to notify the other party pursuant to the above Article 7.3, each party shall in such a case initiate all fault identification and fault avoidance measures at its disposal to keep the damage to a minimum, provided that the expense and effort of such measures is not in an unreasonable proportion to the potential damage reduction which could be achieved by those measures.

Article 8 Protection of Customers and Confidentiality of Information

- 8.1 The parties to this Agreement undertake to maintain strict secrecy in respect of all information and company secrets of the other parties which come to their notice, even after this Agreement has expired. The parties shall not be entitled to use such information either directly or indirectly without the written consent of the other party, nor to forward nor divulge it to third parties, with the exception of those persons who require knowledge of such confidential information for the purposes of this Agreement.
- 8.2 Before divulging information to any third parties involved, the parties to this Agreement shall sign confidentiality agreements with the same contents with the third parties concerned.
- 8.3 The parties undertake to advise any employees to whom such information is divulged that these employees are obliged to treat such information in strict confidentiality and to use it solely for the purposes of this Agreement.
- 8.4 The above confidentiality obligation shall not apply to information which is already known and generally accessible or which is requested by court order equivalent. It will reflect the level adhered to the paper environment.

Article 9 EDI Operating Requirements

9.1 The parties undertake to provide and maintain an EDI operating environment in accordance with the terms of this Agreement, ensuring amongst other things compliance with the following:

9.2 **Operating Equipment**
The parties shall provide and maintain the necessary operating equipment, software and services for the transmission, receipt, compilation, recording and storage of messages.
The computer system shall operate 24 hours a day, subject to weekly maintenance hours required for the smooth operation of the system, in accordance to the stipulations of the EDI manual.

9.3 **Communication Equipment**
The parties shall determine the communication equipment which is to be used, including the telecommunication protocols and, where appropriate, the choice of third parties as service providers.

9.4 **EDI Message Standards**
Unless otherwise specified, all EDI messages shall be transmitted in conformance with the UN/EDIFACT, XML, or another standard, which must be decided commonly.

9.5 **Codes**
Data element code lists which are referred to in EDI messages shall encompass UN/EDIFACT code lists, international code lists issued as international ISO standards, and also UN/ECE and other officially published code lists. Commonly agreed code lists can also be applied.
If such code lists are not available, preference shall be given to code lists which have been published, which are continuously updated and which feature characteristics which correspond to other code systems.

Article 10 Costs

10.1 Each party shall bear its own costs for satisfaction of its obligations under this Agreement. This shall also apply to the installation and maintenance of the necessary hardware and software, transmission paths, release changes, as well as any use-independent or use-dependent fees, charges etc.

10.2 The costs for the usage of the central system will be distributed due to the yearly renewable cost-calculation, to be approved by the Special Assembly ORFEUS. The rules for the cost-splitting and the annual budget must be approved by the SA ORFEUS

10.3 The yearly amount for the Participation Fee will be calculated based on the rules decided by the SA ORFEUS and is due in the first three month of each year. Payments will be made on invoices properly made with account number in IBAN format

Article 11 Liability

- 11.1 Each party shall be liable for damage resulting from defects or faults within its own sphere of responsibility.
- 11.2 The sphere of responsibility of the sender of messages shall cover the sender's communication equipment, his communication security facilities and the period up until arrival of a message. The sphere of responsibility of the recipient of messages shall cover the recipient's communication equipment, his communication security facilities and arrival of the message.
- 11.3 Each party shall bear the costs for the identification of faults which lie within its own sphere of responsibility or which have been generated there. If that cannot be unambiguously determined, the parties shall split the costs of fault detection equally.
- 11.4 The parties shall accept no liability for damage due to circumstances which could not have been avoided even if they had exercised maximum care and the consequences of which they could not have averted.
- 11.5 Except in cases of intent or gross negligence, the parties' liability shall be restricted to foreseeable, typical damage.
- 11.6. Except in cases of intent or gross negligence, each party's liability shall be excluded entirely for loss (whether direct or indirect) of profits, business or anticipated saving, or for any indirect or consequential loss of damage whatsoever.

Article 12 Services of Raildata/Availability of the system

The purpose of the tasks carried out by Raildata is to perform the conditions under which the ORFEUS data exchange shall be carried out by using the Raildata platform (CDS) as part of its contractual obligation to the RU's, in performance of this contract are intended to cover the overall functional operation and management of the Raildata-platform, monitoring of the data-exchange, provision of a help-desk function 24h/7days and the on-going provision of being the contact to LUSIS for all the Customers.

Raildata serves as partner in the SLA with LUSIS concerning the technical availability of the Raildata-platform. The condition of this SLA is valid for the relation between the RU's and Raildata as well. Detailed conditions see in Annex 2

Article 13 Term of the Agreement / Notice of Termination

- 13.1 **Effective Date**
This Agreement shall come into force on the date when signed by the parties last signature and is concluded for an indefinite period of time.
For a party that enters the ORFEUS group at a later stage, the agreement comes into force on the date when signed by this party.
- 13.2 **Notice of Termination**
The Agreement can be terminated at any time if all the parties agree.
A party can also decide; without stating any reasons, to withdraw from the agreement, subject to twelve months' notice, to expire at the end of a month. This does not affect the agreement as such which continues to be in force for all other parties. Notice of withdrawal shall affect only those transactions after the date of withdrawal of the Agreement. Notice of withdrawal must be given in writing, by

registered mail with acknowledgement of receipt.

- 13.3 Irrespective of notice of termination for any reason whatsoever, the rights and obligations of the parties as set forth in Articles 5, 6, 7 and 8 shall continue to apply after termination, for the envisaged periods.

Article 14 Closing Provisions

- 14.1 The technical, organisational and processing specifications and requirements for performance of this Agreement shall be stipulated in the EDI manual.
- The EDI manual comprises the technical, organisational and procedural specifications required to enable the data exchange according to the terms of this agreement, in particular the documentation published on the ORFEUS web site <http://www.orf.p.raildata.coop>.
- 14.2 The parties undertake to cooperate continuously to update and, if required by the purpose of the agreement, modify the foregoing agreements.
- 14.3 Any amendments and/or addenda to this Agreement must be made in writing in order to be valid; this shall also apply to any waiver of the foregoing written form requirement.
- 14.4 Should any provision of this Agreement be or become wholly or partly invalid now or in future, that shall not affect the legal validity of the remaining provisions of the Agreement. The parties are agreed that a provision which corresponds to or comes as close as possible to the intended commercial results of the invalid provision shall apply in place of the invalid provision. Should there prove to be a loophole in this Agreement, the parties are agreed that a provision which corresponds to or comes as close as possible to the assumed intent of the parties shall apply.
- 14.5 If the involved partners agree, any disputes arising from or in connection with this contract shall be settled finally and conclusively pursuant to UIC Internal Regulation A20 without recourse to courts of law. Venue of the court of arbitration shall be UIC Headquarters. The proceedings shall be conducted in English.

Article 15 Assignment of contract, transfer

- 15.1 In case of modification of a party's statutes, which lead inevitably to a transfer of the agreement to a new entity, the transfer of rights and obligations is submitted to the following rules:
- 15.2 At least 2 months before the intended transfer comes into force, the party concerned gives notice of the transfer to the other parties, with a full description of the intended modification of its statutes;
- 15.3 If one of the parties objects for non compliance with one of the criteria set out in 14.2, all the parties shall meet in order to verify whether these criteria are or are not met.

Annex 1 – Last update: January 2017

The ORFEUS - Railways

RENFE – Red Nacional de los Ferrocarriles Espanoles

Agustín de Foxá, s/n. Estación de Charmartín – E – 28036 Madrid

Green Cargo AB

Svetsarvägen 10 Box 39, - 171 11 Solna

DB Cargo AG Schenker Rail GmbH

Rheinstr. 2, 55116 Mainz

Rail Cargo Austria AG

Erdbergerlande 40-48, A – 1030 Wien

CFL – Chemin de Fer luxembourgeois

9, place de la Gare, L – 1616 Luxembourg

Trenitalia S.p.A.

Piazza della Croce Rossa 1, I – 00161 Roma

DB Cargo AG Schenker Rail Nederland N.V.

Moreelsepark 1, NL - 3511 EP Utrecht

SBB Cargo AG

Centralbahnstr. 4 - CH - 4065 Basel

DB Cargo AG Schenker Rail Scandinavia A/S

Sydvestvej 21, DK - 2600 Glostrup

SNCF Fret

24, rue Villeneuve - FR - 92583 Clichy la Garenne Cedex

B-Logistics NMBS/SNCB B-Cargo

BC.002, Sectie 20/3, Tweestationsstraat 80, - 1070 Brussel

HŽ Cargo (Since 2012)

Mihanoviceva 12, 10000 ZAGREB

(Approved on RD GA Mainz, November 22nd 2011, HŽ Cargo represent by ALMER Ratko)

ČD Cargo a.s. (CDC) (Since 2015)

ČD Cargo, a.s. Jankovcova 1569/2c - 170 00 Praha 7

(Approved on RD GA November 2014,

2017: New Member

SNCF Fret (International for Captain Deutschland)

24, rue Villeneuve - FR - 92583 Clichy la Garenne Cedex

(Approved on RD GA Roma, November 23rd 2016,

Zeleznice SRBIJE
~~6, Nemanijina Str., 11000 Belgrade~~
(end of membership 31.12.2011)

Annex 2

Raildata Service Level Agreement

Raildata will:

- Provide a secure, any site to any site IP connectivity service between all customers and the Raildata Platform
- Ensure that the Raildata platform is managed 24 hours a day, 365 days per year.
- Provide as standard the electronic data exchange based on standardized XML-messages
- Provide FTP-clients,
- Offer standard access to the network via dedicated access over local private circuits, with options for back up access via the Internet (using IPSec), , via xDSL or ISDN line. Eventual access to the Internet is in the responsibility of the customer.
- Provide facilities management service consisting of planning, installation, management and administration of new messages.
- Provide as part of the service from the VPN supplier, a co-ordinating GCCMC with qualified staff for error analysis, monitoring and tuning
- Offer service support in several languages, at least English and an additional official UIC language
- Offer a means of reporting faults by Web, telephone, facsimile and E-mail on a 24-hour basis. A log will be maintained for all fault reports.
- Monitor message flows
- Manage any failure of the service, between the customers and LUSIS whether caused by either hardware components, software or leased lines within the Hermes VPN and monitor restorage of services as soon as is reasonably practicable
- Provide a monitoring system for performance statistics and fault records accessible by the Customer. Support customer disaster plans
- Provide regular information and adequate warning based on traffic growth of the need to upgrade the service close to the 50% limit,

Quality of Service Guarantees:

- All connections between the Central System and the Application Servers of the customers will be subject to quality criteria, which are designed to ensure that the ORFEUS applications run with consistent and acceptable performance.
- Raildata or LUSIS as service provider will from time to time need to undertake routine maintenance to the application. Raildata will provide its Customers with a minimum of 9 days notice of such maintenance if it will cause a loss of service (defined as a loss of service over >50ms). In exceptional circumstances the Customer can object to such a planned outage by written email giving at least 6 days notice.