

**Amended and Restated Software
Security Agreement**

This Amended and Restated Software Security Agreement, ~~(the "Agreement")~~ is made on the insert date of the latest to sign of the signatories below ~~(the "Effective Date")~~.

BETWEEN:

- (1) **Regulis S.A.** a company registered in Luxembourg with company number [-] having its principal office at L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte, Grand-Duché de Luxembourg ~~(the "Registrar")~~,
- (2) **The Preparatory Commission** established pursuant to Resolution No. 1 of the Luxembourg Diplomatic Conference to act as provisional supervisory authority pending entry into force of the Protocol ~~(the "Supervisory Authority")~~, and ~~SITA Information Networking Computing Ireland~~
- (3) **Enterprise Registry Solutions Limited** a company registered in Ireland with company number 369682358857 having its ~~principal~~registered office at Building Level 2, Number 4, Customs House Plaza, Harbourmaster Place, Dublin 1, Letterkenny Office Park, Windyhall, Letterkenny, Co. Donegal, Ireland ~~(the "SITA")~~. Ireland ("ERS").

WHEREAS:

- (A) The Supervisory Authority ~~has~~ awarded the Registrar the contract to operate the International Registry and on or about November 12, 2014, such parties ~~have, on or about the Effective Date~~ entered into ~~the~~ an agreement, as amended and restated on insert date, for such purpose (the ~~"Registrar Contract")~~;
- (B) ~~SITA has agreed, pursuant~~ Pursuant to a Master Services Agreement dated ~~on or about the Effective Date, (the "December 12, 2014, (the "Original MSA")~~) SITA Information Networking Computing Ireland Limited ("SITA") agreed to provide services to the Registrar in connection with the operation of the International Registry and in order to support the Registrar in its duties under the Registrar Contract, ~~and in so doing will use certain Source Code and Object Code~~;
- (C) Registrar has agreed with the Supervisory Authority that at the expiry or sooner termination of the Registrar Contract it will, under the circumstances set forth in the Registrar Contract, ensure that the ~~License~~Licensed Materials will be made available to the service provider replacing Registrar (the ~~"New Service Provider")~~ in relation to the operation of the International Registry under a ~~license~~license agreement substantially in the form as attached as Schedule 1 hereto (the ~~"License License Agreement")~~ and ~~(D)~~;
- (D) To secure the provision of the ~~License~~Licensed Materials to the New Service Provider, SITA ~~agrees~~agreed to make certain undertakings to the Supervisory Authority in the terms as set out ~~herein~~ in the Software Security Agreement dated November 12, 2014 (the "Original SSA");
- (E) On insert date, SITA, with the consent of the Registrar and the Supervisory Authority, assigned its rights and obligations under the Original MSA to ERS and the Registrar and ERS entered into an Amended and Restated Master Services Agreement (the "MSA"); and
- (F) Following the assignment, the Registrar, ERS, and the Supervisory Authority

entered into this Amended and Restated Software Security Agreement dated insert date (the “**Agreement**”).

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of the Agreement

The scope of this Agreement is the securing of the provision to the New Service Provider of a limited ~~license~~license of the Licensed Program for the sole purpose of operating and developing the International Registry.-

2. Grant of ~~License~~License and Authorised Use

~~2.1 Deposit~~

~~2.1~~ 2.1 Within thirty (30) days after Go-Live Date, stipulated under the Registrar Contract and certified by the Supervisory Authority, SITA shall deposit the Cloud Services

2.1.1 ERS hereby undertakes to the Supervisory Authority that it will comply with its obligations under clause 18.1 and clause 18.1a of the MSA.

2.1.2 As required pursuant to clause 18.2 of the MSA, ERS hereby undertakes and agrees that as long as ERS is providing services to the Registrar or the New Service Provider under the MSA, the Supervisory Authority (or such other independent party, acting under an escrow agreement or other depository arrangement, as the Registrar and the Supervisory Authority may mutually agree) and the Registrar or New Service Provider, as the case may be, shall have the ability to operate (or facilitate others to operate) the International Registry System (as defined in the MSA) and the International Registry website autonomously in order for the Registrar or New Service Provider, as the case may be, to fulfill its obligations to the Supervisory Authority under clause 14.6 of the Registrar Contract.

2.1.3 ERS and the Registrar or New Service Provider, as the case may be, will provide such information and documentation to the Supervisory Authority as it may reasonably require to evidence ERS’s compliance with clauses 2.1.1 and 2.1.2 above.

~~License~~ Materials with the National Computer Centre in Manchester, UK (the “**NCC**”) under the NCC’s standard escrow terms. SITA shall deposit (i) License Materials at least once a calendar quarter and (ii) all updates and enhancements as soon as they are operational, subject to SITA’s reasonable costs and NCC charges which shall be paid by the Registrar. —

2.2 Delivery

On receiving from the Registrar or the Supervisory Authority a notice requesting delivery of the ~~License~~Licensed Materials (the “**Transfer Notice**”) to the New Service Provider, ~~SITA~~ERS will, as soon as practically possible (but in any event no later than seventy two (72) hours following receipt of the Transfer Notice), deliver to the New Service Provider the then current version of the ~~License~~ Materials. ~~If, the Transfer Notice having been sent, the New Service Provider has not for any reason received from SITA the License Materials within three (3) days after the date of such notice, SITA hereby irrevocably authorises and requires the NCC on the Supervisory Authority or the New Service Provider presenting the NCC with a copy of the Transfer Notice, a copy of the Licence Agreement signed by the New Service Provider and a copy of this Agreement, forthwith and without further enquiry, to release to the New Service Provider the License Materials.~~ Licensed Materials and the website.

Notwithstanding the foregoing, neither the Registrar nor the Supervisory Authority shall be able to serve a valid Transfer Notice as long as ~~SITA~~ERS is providing services to the Registrar or the New Service Provider under the MSA.

~~2.3 License~~Licensee

~~2.3 SITA's~~

~~ERS's~~ obligations under clause 2.2 shall be subject to the New Service Provider signing and delivering to ~~SITA~~ERS the ~~License~~License Agreement, which shall be promptly countersigned and delivered to the New Service Provider by ~~SITA~~ERS. The Supervisory Authority shall, within 10 (ten) days of the Effective Date under the ~~License~~License Agreement, notify ~~SITA~~ERS and the New Service Provider of the Software Negotiated Value in accordance with the Registrar Contract, which shall be deemed, in the absence of material manifest error, to be the corresponding amount for the purposes of clause 7 of the ~~License~~License Agreement.

~~2.4 Recovery of the License Materials~~

~~Subject to the License Materials being provided by SITA to the New Service Provider to its reasonable satisfaction, SITA shall be entitled to recover the License Materials from the NCC and clause 2.1 shall cease to apply.~~

~~2.5~~2.4 Termination of MSA by the Registrar

In the event that the MSA is terminated by the Registrar for any reason, the Registrar shall have the right to call for the ~~License~~Licensed Materials as if it were the New Service Provider and in such case the Registrar agrees that this Agreement will continue to apply as if the Registrar had assumed ~~SITA's~~ERS's obligations herein in relation to any upgrades or enhancements to the ~~License~~Licensed Materials made after the date of such termination.

3. Term and Termination-

3.1 Term

3.1

This Agreement shall remain in full force and effect for the Term. It shall not be terminated due to any default or termination by the Registrar or [SITAERS](#) under the MSA.–

3.2 Prior Termination

Notwithstanding the foregoing, this Agreement and the obligations of the parties hereunder, shall terminate 60 (sixty) days after the conclusion of a ~~License~~[License](#) Agreement between [SITAERS](#) and the New Service Provider in accordance with this Agreement subject to all parties then having fulfilled their obligations hereunder.

4. Notices

4.1 Notice in writing

A notice, approval, consent or other communication in connection with this Agreement must be in writing, signed by the sender.

4.2 Receipt of notices

They must be:

- (i) left at the address of the designated recipient at its address set out at the beginning of this Agreement;
- (ii) sent by prepaid post to such address; ~~or~~
- (iii) sent by ~~fax~~[email](#) to the party's ~~fax number~~[email address](#) at such address.

If the intended recipient has notified a changed postal address or ~~fax number~~[email address](#), then the communication must be to that address or ~~fax number~~[email address](#).

5. Dispute resolution

5.1 Settle dispute expeditiously

If a dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the dispute expeditiously.

6. General

6.1 Variation and waiver

~~6.1~~

A provision of this Agreement or a right created under it, may not be varied or waived except in writing, signed by the parties or parties to be bound. The failure of a party to exercise any right under this Agreement (which shall include the granting by a party to the other party of an extension of time in which to perform its obligations under any provision hereof) shall not be deemed to constitute a waiver of the right to exercise any such right in the future.

6.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

6.3 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

6.4 Force majeure

Neither party shall be considered in default or liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises directly or indirectly out of acts of God, war, civil commotion, terrorist act or insurrection and which neither party is able to overcome.

6.5 Severability

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

6.6 Assignment

No party shall assign ~~and~~ nor purport to assign, this Agreement or any part thereof to any party, including any party that is a direct competitor of ~~SITA~~ERS, without the prior written consent of ~~SITA~~ERS.

7. Governing law and submission to jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

~~The Registrar appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UK~~The Registrar shall, on or prior to the signing of this Agreement, designate, by written notice delivered to the Supervisory Authority and ERS, a party appointed to act as its agent to receive

on its behalf in England or Wales service of any proceedings pursuant to this clause 7. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Registrar) and shall be valid until such time as the other parties hereto have received notice from the Registrar that such agent has ceased to act as agent. If for any reason such agent ceases to act as agent or no longer has an address in England or Wales, the Registrar shall forthwith appoint a substitute and deliver to the other parties hereto the new agent's name, address ~~{and fax number}~~email address within England or Wales.

~~SITA appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UK~~

ERS shall, on or prior to the signing of this Agreement, designate, by written notice delivered to the Registrar and the Supervisory Authority, a party appointed at act as its agent to receive on its behalf in England or Wales service of any proceedings pursuant to this clause 7. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by ~~SITA~~ERS) and shall be valid until such time as the other parties hereto have received notice from ~~SITA~~ERS that such agent has ceased to act as agent. If for any reason such agent ceases to act as agent or no longer has an address in England or Wales, ~~SITA~~ERS shall forthwith appoint a substitute and deliver to the other parties hereto the new agent's name, address ~~{and fax number}~~email address within England or Wales.

~~—The Supervisory Authority appoints OGR Stock Denton LLP~~shall, on or prior to the signing of Winston House, 349 Regents Park Road, London N3 1DH, attn. Ms Gitta Altman~~this Agreement, designate, by written notice delivered to the Registrar and the Supervisory Authority, a party appointed~~ as its agent to receive on its behalf in England or Wales service of any proceedings pursuant to this clause 7. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Supervisory Authority) and shall be valid until such as the other parties hereto have received notice from the Supervisory Authority that such agent has ceased to act as agent. If for any reason such agent ceases to act as agent or no longer has an address in England or Wales, the Supervisory Authority shall forthwith appoint a substitute and deliver to the other parties hereto the new agent's name, address ~~{and fax number}~~email address within England or Wales.

8. Definitions and interpretation

8.1 Definitions

The following words have these meanings in this Agreement and the recitals:

Cape Town Instruments means the Convention and the Protocol.

Convention means the Convention on International Interests in Mobile Equipment, opened for signature in Cape Town on 16 November 2001.

Documentation means at any time and from time to time one complete set of each of the (i) installation instructions, (ii) utilities (if any), (iii) user manual, (iv) functional and technical specifications (v) technical and ~~programmers'~~programmers' guide and similar materials as SITAERS itself uses, in each case for and in relation to the International Registry.

International Registry means the international registry for railway rolling stock as established by the Convention and the Protocol.

Licensed Materials means the ~~Source Code, the Object Code~~Licensed Program and the Documentation from time to time.

Licensed Program means at any time and from time to time the most up to date version of the ~~Source Code and~~RegSys™ software solution conceived, created, developed or owned by ERS prior to, or independently of, the Object Code with the full source listings, annotations, the executable and such other materials as SITA itself uses for and in relation todevelopment of the International Registry or any services provided by ERS under the MSA.

~~**Object Code** means the machine readable format of the Licensed Program.~~

Protocol means the Luxembourg Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Railway Rolling Stock, signed in Luxembourg on 23 February 2007.

Software Negotiated Value shall be that amount being the Software Negotiated Value, if any, as certified by the Supervisory Authority pursuant to clause 38 of the Registrar Contract as the amount payable to SITAERS.

~~**Source Code** means the human readable format of the Licensed Program.~~

Term means the period of time from ~~the Effective Date~~November 12, 2014, until the Termination Date.

Termination Date shall be the day which is twelve (12) months from the date which is the later of dates SITAERS ceases to provide services under the MSA (i) to the Registrar and (ii) to the New Service Provider (or its successor or assignee).-

8.2 Reference to general terms

Unless the contrary intention appears, a reference herein to:

this "Agreement" includes any current or future amendments or the annexes hereto;

a "party" or the "parties" is to the party to this Agreement and includes any permitted assignees of a party;

the word "person" includes an individual, a firm, a corporation, an unincorporated association, government, state or agency of state, association, partnership or joint venture; and

the words "include" and "including" are not used as, nor are they to be interpreted as, words of limitation.

8.3 Headings

~~8.3~~

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

8.4 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

8.5 ~~IN WITNESS WHEREOF~~ this Rescission of Model License Agreement is

~~SIGNED for and behalf of
SITA
by its duly authorised representative:~~)
)
) _____
 (Signature)
 _____ Print name: Vincent Kennedy
 _____ Title: Senior Manager, Software Development
 _____ Date:

~~SIGNED for and behalf of
the Registrar
by its duly authorised representative:~~)
)
) _____
 (Signature)
 _____ Print name: Elizabeth Hirst
 _____ Title: Managing Director
 _____ Date: 12th November 2014

~~SIGNED for and behalf of
the Preparatory Commission:~~)
)
) _____
 (Signature)
 _____ Print name: José Angelo Estrella Faria
 _____ Title: Secretary General of Unidroit
 _____ Date: 12th November 2014

-

Schedule 1

Model Licence Agreement

Without prejudice to the validity and applicability of Schedule 1, the parties acknowledge and agree that the Model License Agreement dated November 12, 2014, and attached to the Original SSA as Schedule 1 was signed in error and is hereby rescinded in its entirety.

Schedule 1

Model License

~~THIS LICENCE~~ Agreement

THIS LICENSE AGREEMENT (the "~~License~~" License Agreement") is made on the date which is the date the last of the signatories hereto signs this ~~License~~ License Agreement (the "~~Effective Date~~"-")

BETWEEN:

- (1) Regulis S.A.,**** ("Licensee"), and
- (1) ~~Enterprise Registry Solutions Limited, a company registered in Luxembourg~~ Ireland with company number ~~[]358857~~ having its principal office at ~~L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte, Grand-Duché de Luxembourg~~ ("~~Licensee~~"), and
- (2) ~~SITA Information Networking Computing (Ireland) Limited a company registered in office at Level 2, Number 4, Customs House Plaza, Harbourmaster Place, Dublin 1, Ireland with company number 369682 having its principal office at Building 1, Letterkenny Office Park, Windyhall, Letterkenny, Co. Donegal, Ireland ("SITA").~~ ("ERS").

WHEREAS:

- ~~SITA~~
(A) ERS has been providing services in connection with the operation of the International Registry, and in so doing has used a certain ~~Source Code and Object Code~~ Licensed Program;
- (B) The Supervisory Authority under the authority of the Cape Town Instruments has awarded the Licensee the contract to continue the operation of the International Registry and the Licensee has signed the New Registrar Contract with the Supervisory Authority for the operating of such an International Registry; and
- (C) The Licensee wishes to ~~license~~ license the Licensed Program for the purposes of operating the International Registry.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of the Agreement

The scope of this ~~License~~ License Agreement is the acquisition, in accordance with this ~~License~~ License Agreement, of a limited ~~license~~ license of the Licensed Program for the sole purpose of operating and developing the International Registry for the Term.-

=

2. Grant of ~~License~~ License and Authorised Use

2.1

2.1 Delivery

As soon as practically possible (but in any event no later than 72 hours after

the Effective Date), SITAERS will deliver to the Licensee the then current version of the Licensee Licensed Materials.—

2.2—Licensee

2.2 SITA

ERS hereby grants to the Licensee, a non-exclusive, worldwide, revocable, non-transferable, limited licensee license to access, operate, reproduce, perform, load, execute, display, store, modify, enhance, create derivatives of and otherwise use the Licensee Licensed Materials for the sole purpose of the International Registry in accordance with the terms and conditions of this Licensee License Agreement for the duration of the Term.—

2.3 Licensee Responsibility

The Licensee accepts responsibility for (a) the selection of the Licensed Program to meet the Licensee's Licensee's requirements and to achieve the desired results, (b) the use of the Licensed Program, (c) the commercial results obtained from the Licensee's Licensee's use of the Licensed Program and (d) liability under Article 28 of the Convention.—

2.4 Scope of Use and Access to Software by Third Parties

The Licensed Program and the Documentation will be utilized by the Licensee for the operation and development of the International Registry by adding, modifying and enhancing the Licensed Program in order to meet the requirements of the International Registry. The Licensee shall have the right to modify or enhance the Licensed Program, ~~including, without limitation, adapting or modifying the Source Code or the Object Code~~ ("**Licensee Enhancements**"). ("**Licensee Enhancements**"). Any intellectual property rights in Licensee Enhancements shall belong to the Licensee and shall not be part of the Licensed Program.—

The Licensee shall not use the services of any then current direct competitor of SITAERS for the modification of the Licensed Program or development of the ~~Licensed Program—~~Licensee Enhancements.

Prior to giving access to the Licensee License Materials to a third party the Licensee shall obtain written consent from SITAERS, such consent not to be unreasonably withheld or delayed, and ensure that such third party duly executes the "Third Party Access Agreement" substantially in the form as attached hereto as Annex 1.—

2.5 Backups-

The Licensee may make unlimited copies of the ~~Licensed Program and~~ Documentation for archival and disaster recovery purposes and for use in accordance with this clause 2. The Licensee will keep current, detailed records of each such copy made, including its current location, form and disposition.—. If Licensee uses a third party to provide disaster recovery services, Licensee will require such third party to execute a confidentiality agreement containing terms and conditions no less restrictive than those set

forth in clause 6.—

2.6 Branding-

Licensee will not alter, conceal or remove any copyright, trade secret, patent, proprietary or other legal notice contained on or in the Licensed Program or the Documentation. -Licensee will include or create on or in all copies of the Licensed Program and the Documentation the exact form of any such notices.-

2.7 Safeguards—

The Licensed Program and the Documentation are being disclosed by SITAERS to Licensee in confidence.- Licensee will implement and maintain precautions, no less rigorous than those Licensee uses to protect its own confidential information, but in no event less than reasonable precautions, to safeguard the Licensed Program and the Documentation so that no unauthorized persons have access to the Licensed Program or the Documentation and that no persons authorized to have such access will take any action that would violate the confidentiality obligations of this LicenseeLicense Agreement. -Licensee will promptly report to SITAERS any actual or suspected violation of the confidentiality obligations of this LicenseeLicense Agreement. —Licensee will, at its expense, take such reasonable steps as SITAERS may request to remedy any such violation, including retrieving any portion of the Licensed Program or the Documentation that is being used, or is otherwise possessed, in breach of this LicenseeLicense Agreement, and will pay or reimburse SITAERS all reasonable expenses that SITAERS reasonably incurs which are related to the remedy of any such violation.-

2.8 Injunctive Relief—

Licensee acknowledges and agrees that the Licensed Program and the Documentation are the valuable property and trade secrets of SITAERS, that any violation by Licensee of the confidentiality obligations of this LicenseeLicense Agreement would cause SITAERS irreparable injury for which it would have no adequate remedy in damages and that, in addition to any other remedies that SITAERS may have, it will be entitled to preliminary and other injunctive relief against any such violation. -This clause 2.8 will not limit either party'sparty's right to seek injunctive relief for any other violation of this LicenseeLicense Agreement, including a breach of clause 6.-

2.9 Investigation

During normal business hours, with reasonable notice to Licensee and without causing undue business disruption to the Licensee, SITAERS may conduct an investigation, through a designated representative that is not a competitor of Licensee and at SITA'sERS's expense, to determine Licensee's compliance with the terms and conditions of this LicenseeLicense Agreement. Licensee will allow such designated representative to have access to any records (in whatever form kept by or on behalf of Licensee) relating to this LicenseeLicense Agreement and Licensee's use of the Licensed Program and the Documentation.-

=

3. Ownership

3.1 Licensed Program

For all purposes, [SITAERS](#) will be considered the owner of the Licensed Program and the Documentation and of all Intellectual Property Rights contained or evidenced therein but the Licensee Enhancements shall belong to the Licensee together with all Intellectual Property Rights contained or evidenced therein. ~~All copies of the~~ The Licensed Program and all copies of the Documentation will remain the property of [SITAERS](#). The provisions of this clause 3 will survive the termination of this [LicenseeLicense](#) Agreement for any reason.-

3.2 Derivative Works

In accordance with the terms of the [LicenseeLicense](#) in clause 2.2, but subject to clause 2.4, of this ~~LicenseeLicense~~ Agreement the Licensee is only permitted to create derivative works of the Licensed Program for the International Registry and will only use such derivative works for the purposes of the International Registry.-

=

4. Warranties

4.1 Warranty on Licensed Program

Whilst [SITAERS](#) has used reasonable care and skill in designing the Licensed Program, the Licensed Program is licensed to Licensee "AS IS" and, to the extent permissible by law, no warranty other than expressly provided in this [LicenseeLicense](#) Agreement is provided by [SITAERS](#) (a) in relation to the Licensed Program or (b) the uses to which it may be put or (c) its fitness or suitability for any particular purpose or under any special conditions.

SITA

4.2 Documentation

[ERS](#) warrants that the Documentation contains all written materials prepared by or on behalf of [SITAERS](#) in relation to the International Registry.

4.3 Disclaimer

Except as otherwise expressly provided in this clause 4, neither party makes any representations or warranties, express or implied, regarding any matter, including the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use, of any information technology service, software, hardware or other materials provided under

this [LicenseeLicense](#) Agreement. -In particular, [SITAERS](#) does not warrant that the operation of the Licensed Program will be uninterrupted or error-free.-

5. Maintenance and Support

Licensee acknowledges that the Licensed Program is provided under this [LicenseeLicense](#) Agreement without maintenance or support services from [SITAERS](#) and Licensee agrees to be responsible for software maintenance and support services in relation to the Licensed Program.-

6. Confidentiality

6.1 Confidential information

Licensee and [SITAERS](#) acknowledge that they will receive confidential information and trade secrets ("**Confidential Information**") from each other in connection with this [LicenseeLicense](#) Agreement.- Subject to clause 6.3, Confidential Information will be deemed to include all the information each party receives from the other, except anything expressly designated as not confidential. Licensee and [SITAERS](#) agree to maintain the secrecy of the Confidential Information and agree neither to use it (except for purposes of performing hereunder) nor to disclose it to any person other than their employees who have a need to know in order to perform their obligations under this [LicenseeLicense](#) Agreement.-

6.2 Release

The parties acknowledge and confirm that the contents of, and their performance under this [LicenseeLicense](#) Agreement constitute, for the purposes of this clause 6 (Confidentiality), Confidential Information. Notwithstanding the foregoing, neither party will be prevented from releasing any public press, trade or other announcement stating that an agreement has been concluded between the parties, nor shall a party be precluded from disclosing Confidential Information to its professional advisers, auditors and others under a professional duty of confidentiality or in order to enforce the terms of this [LicenseeLicense](#) Agreement.-

6.3 Exclusions

Confidential Information will not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Licensee or [SITAERS](#), or is rightfully acquired from a third party who is not in breach of an agreement to keep such information confidential.-

6.4 Disclosure required by law

6-4

Nothing contained in this clause 6 (Confidentiality) will prevent either party from disclosing any Confidential Information of the other party to regulatory

agencies and/or government authorities, to the extent that such disclosure is required by law, rule, regulation or government or court order. -In such event, the disclosing party will take all reasonable steps to maintain the confidentiality of such Confidential Information to be disclosed and shall forthwith advise the other party of such impending disclosure.

6.5 Survival

The obligation of the parties under this clause 6 shall remain in force for a period of five years after the end of the Term.-

7. ~~License~~ License Fee-
~~License~~

7.1 ~~License~~ Fee-

In consideration of ~~SITA~~ERS making the Licensed Program and the ~~License~~Licensed Materials available to the Licensee, the Licensee will pay to ~~SITA~~ERS:

- (i) The Software Negotiated Value pursuant to a payout schedule agreed to by ~~SITA~~ERS and the Licensee, in any event no longer than 3 (three) years; and
- (ii) An amount of US\$ 100 per calendar year from the Effective Date until the end of the Term (pro rata for a part of a year).

7.2 Taxes

The ~~License~~License Fee does not include taxes, and Licensee must pay all taxes arising under this Agreement, excluding income taxes that are based on or measured by ~~SITA's~~ERS's income or gains or any penalty payments or duties in relation to late or non-payment of taxes by ~~SITA~~.ERS.

8. ~~Term and Termination-~~

~~8.~~

8.1 Term

This ~~License~~License Agreement shall remain in full force and effect for the Term.

8.2 Termination by Either Party

8.2.1. Licensee may terminate this ~~License~~License Agreement by notice to ~~SITA~~ERS on three (3) ~~months'~~months' notice at any time.-

8.2.2. ~~Licensee~~Either party may terminate this ~~License~~License Agreement by notice to ~~SITA~~the other party (the "Defaulting Party") with immediate effect if ~~SITA~~the Defaulting Party commits a material breach of its obligations in this ~~License~~License Agreement and does not remedy that breach within thirty (30) days of receiving a notice detailing the breach and requiring that it be rectified.

8.3 -Consequences of Termination

8.3.1. In the event of a material breach of its obligations under this Agreement by Licensee, Licensee may continue to use the ~~License~~License in accordance with this ~~License~~License Agreement provided it compensates ~~SITA~~ERS for any damages assessed in accordance with applicable law.

8.3.2. At ~~SITA's~~ERS's request the Licensee shall, on termination of this

LicenseeLicense Agreement, execute a certificate of destruction in relation to any material associated with the Licensed Program (other than Licensee Enhancements) to SITA'sERS's satisfaction and any such execution shall be legalized in accordance with the Licensee'sLicensee's jurisdiction of operation.

9. Limitation of liability-

9.1 Exclusions

Subject to clause 4 and 9.5, SITAERS excludes all implied representations, warranties, conditions and other terms whether statutory, collateral or otherwise, relating to the subject matter of this LicenseeLicense Agreement.

9.2 Indirect, special and consequential loss excluded

Subject to clause 9.5, each party excludes all liability for indirect, special and consequential loss (including without limitation for loss or corruption of data, loss of business revenue, loss of profits (whether direct or indirect), failure to realise expected profits or savings and any other economic loss of any kind) in contract, negligence or other tort, under any statute or otherwise howsoever arising from or in relation to this LicenseeLicense Agreement.

9.3 Total liability

Other than for the Licensee'sLicensee's breach of the LicenseeLicense in clause 2.2 of this LicenseeLicense Agreement, either party'sparty's total liability to the other party for loss or damage of any kind not specified in clause 9.5, however caused (whether in contract, negligence or other tort, under any statute or otherwise howsoever) arising from or in relation to this LicenseeLicense Agreement is limited in the aggregate to the amount stated as payable under clause 7 of this LicenseeLicense Agreement to SITAERS by Licensee but assuming that, for these purposes only, the Software Negotiated Value is the sum of the acquisition costs of software comprising the Licensed Program in any given year amortised on a straight line basis over a three (3) year period.-

9.4 Article 28 Liability

The Licensee shall indemnify and hold SITAERS harmless for any liability or claim under Article 28 of the Convention arising during the Term.

9.5 Death, personal injury or fraudulent misrepresentation

Neither party excludes or limits its liability to the other party for:

- (i) death or personal injury resulting from the negligence of that party, its employees or authorised agents; or
 - (ii) fraudulent misrepresentation.
-
-

10. Notices

10.1 Notice in writing

A notice, approval, consent or other communication in connection with this ~~License~~License Agreement must be in writing, signed by the sender.

10.2 Receipt of notices

They must be:

- (i) left at the address of the designated recipient at its address set out at the beginning of this Agreement ~~;~~;
- (ii) sent by prepaid post to such address; or
- (iii) sent by ~~fax~~email to the party's ~~fax number~~email address at such address.

If the intended recipient has notified a changed postal address or ~~fax number~~email address, then the communication must be to that address or ~~fax number~~email address.

11. Dispute resolution

11.1 Settle dispute expeditiously

If a dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the dispute expeditiously.

12. General

12.1 Variation and waiver

A provision of this [LicenceLicense](#) Agreement or a right created under it, may not be varied or waived except in writing, signed by the party to be bound.

12.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this [LicenceLicense](#) Agreement expressly states otherwise.

No implied waiver: The failure of a Party to exercise any right under this [LicenceLicense](#) Agreement (which shall include the granting by a party to the other party of an extension of time in which to perform its obligations under any provision hereof) shall not be deemed to constitute a waiver of the right to exercise any such right in the future.

12.3 Entire agreement

This [LicenceLicense](#) Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

12.4 Force majeure

Neither party shall be considered in default or liable for any delay or failure to perform its obligations under this [LicenceLicense](#) Agreement if such delay or failure arises directly or indirectly out of acts of God, war, civil commotion, terrorist act, [pandemic](#), or insurrection and which neither party is able to overcome.

12.5 Severability

If any provision of this [LicenceLicense](#) Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this [LicenceLicense](#) Agreement and the remainder of such provision shall continue in full force and effect.

12.6 Assignment

Licensee shall not assign, nor shall it purport to assign, this ~~License~~License Agreement or any part thereof to any party, including any party that is a then current direct competitor of ~~SITA~~ERS, without the prior written consent of ~~SITA~~ERS.

13. Governing law and submission to jurisdiction

This ~~Licensee~~License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this ~~Licensee~~License Agreement or its subject matter or formation (including non-contractual disputes or claims).

~~The Licensee appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UK~~The Licensee shall, on or prior to the Effective Date, designate, by written notice delivered to ERS, a party appointed to act as its agent to receive on its behalf in England or Wales service of any proceedings pursuant to this clause 13. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Licensee) and shall be valid until such time as ~~SITA~~ERS has received prior notice from the Licensee that such agent has ceased to act as agent. If for any reason such agent ceases to act as agent or no longer has an address in England or Wales, the Licensee shall forthwith appoint a substitute and deliver to ~~SITA~~ERS the new agent's name, address [and ~~fax number~~email details] within England or Wales.

~~SITA appoints General Counsel, SITA, Legal Department, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA, UK~~

ERS shall, on or prior to the Effective Date, designate, by written notice delivered to the Licensee, a party appointed to act as its agent to receive on its behalf in England or Wales service of any proceedings pursuant to this clause 13. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by ~~SITA~~ERS) and shall be valid until such time as the Licensee has received prior notice from ~~SITA~~ERS that such agent has ceased to act as agent. If for any reason such agent ceases to act as agent or no longer has an address in England or Wales, ~~SITA~~ERS shall forthwith appoint a substitute and deliver to the Licensee the new agent's name, address [and ~~fax number~~email details] within England or Wales.

14. Definitions and interpretation

14.1 Definitions

The following words have these meanings in this ~~Licensee~~License Agreement and the recitals:

Cape Town Instruments means the Convention and the Protocol.-

Convention means the Convention on International Interests in Mobile Equipment, opened for signature in Cape Town on 16 November 2001.

Documentation- means at any time and from time to time one complete set

of each of the (i) installation instructions, (ii) utilities (if any), (iii) user manual, (iv) functional and technical specifications (v) technical and ~~programmers'~~programmers' guide and similar materials as SITAERS itself uses exclusively, in each case for and in relation to the International Registry.

International Registry means the international registry for railway rolling stock as established by the Cape Town Instruments.

Intellectual Property Rights means patents, trademarks, service marks, trade secrets, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights and obligations whether registerable or not in any country.

LicenseLicensed Materials means the Licensed Program and the Documentation from time to time.

Licensed Program means at any time and from time to time the most up to date version of the ~~Source Code and Object Code with RegSys™ software solution conceived, created, developed or owned by ERS prior to, or independently of, the full source listings, annotations, the executable and such other materials as SITA itself uses for and in relation to development of the International Registry-~~or any services provided by ERS under the MSA..

Luxembourg Diplomatic Conference means the diplomatic conference held in February 2007 to adopt a rail protocol to the Convention on International Interests in Mobile Equipment-.

New Registrar Contract means the agreement between the Supervisory Authority and the Licensee for the operation of the International Registry.

~~**Object Code** means the machine readable format of the Licensed Program.~~

Protocol means the Luxembourg Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Railway Rolling Stock, signed in Luxembourg on February 23, 2007.

Software Negotiated Value shall be that amount,~~if any, as certified as being~~ the Software Negotiated Value-, if any, as certified by the Supervisory Authority pursuant to clause 38 of the Registrar Contract as the amount payable to SITAERS.

~~**Source Code** means the human readable format of the Licensed Program.~~

Supervisory Authority means the Preparatory Commission established pursuant to Resolution No. 1 of the Luxembourg Diplomatic Conference to act as provisional supervisory authority pending entry into force of the Protocol.-

Term means the period from the Effective Date until the date which is the expiry or the sooner termination of the New Registrar Contract.

14.2 Reference to general terms

Unless the contrary intention appears, a reference in this Agreement to:

this "Agreement" includes any current or future amendments hereto or the annexes hereof, which form part of this [LicenseLicense](#) Agreement for all purposes;

a "party" or the "parties" is to the parties or the parties (as the case may be) to this [LicenseLicense](#) Agreement and includes any permitted assignees of a party;

the word "person" includes an individual, a firm, a corporation, an unincorporated association, government, state or agency of state, association, partnership or joint venture; and

the words "include" and "including" are not used as, nor are they to be interpreted as, words of limitation.

14.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this [LicenseLicense](#) Agreement.

14.4 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this [LicenseLicense](#) Agreement or any part of it.

14.5 Order of precedence

If there is any inconsistency between a provision in:

- (i) these terms and conditions; and
- (ii) an Annex to these terms and conditions,

then the document higher in the list above takes precedence to the extent of the inconsistency.–

-

~~IN WITNESS WHEREOF~~ this Agreement is ~~_____~~

SIGNED for and behalf of
SITA
by its duly authorised representative:

)
)
)

(Signature)

Print name: Vincent Kennedy

Title: Senior Manager Software Development

Date:

SIGNED for and behalf of
the Licensee
by its duly authorised representative:

)
)
)

(Signature)

Print name: Elizabeth Hirst

Title: Managing Director

Date: 12th November 2014

Annex 1

Third Party Access Agreement

~~THIS THIRD PARTY THIRD PARTY ACCESS AGREEMENT~~ (the "Access Agreement" ~~(the "Access Agreement")~~) effective as of

BETWEEN

~~(1) SITA Information Networking Computing (Ireland)~~ Enterprise Registry Solutions Limited a company registered in Ireland with company number 369682358857 having its principal registered office at Building 1, Letterkenny Office Park, Windyhall, Letterkenny, Co. Donegal, Ireland ("SITA")

(1) ~~(Level 2)~~, Number 4, Customs House Plaza, Harbourmaster Place, Dublin 1, Ireland ("ERS")

(2) xxxxxxxxxxxxxxxx ("Third Party") and

(3) ~~(3)~~ Regulis S.A. a company registered in Luxembourg with company number B191893 having its principal office at L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte, Grand-Duché de Luxembourg ("Licensee")

WHEREAS,-

(1) ~~(1)~~ SITAERS and Licensee have entered into a license agreement for the provision of software to facilitate the Licensee's Licensee's operation of the International Registry (as defined therein), dated [insert date] (the "License License Agreement"), pursuant to which SITAERS licensed to Licensee certain software products more specifically described in the License License Agreement (hereinafter referred to as the "Licensed Program");

(2) ~~(2)~~ Licensee and Third Party have entered into ~~an~~ software development agreement (the "ITS Agreement") pursuant to which Third Party will provide services ("Services") to Licensee requiring that Third Party have access to the Licensed Program; and

(3) ~~(3)~~ The parties desire that Third Party undertake appropriate contractual commitments to assure that the Licensed Program will be used only in accordance with and subject to the terms and conditions of the License License Agreement and this Access Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee, SITAERS and Third Party hereby agree as follows:

1. ~~1.~~ SITAERS hereby grants Third Party the rights over the Licensed Program granted in clause 2 of the License License Agreement for the purpose of performing its obligations pursuant to the ITS Agreement. The parties agree that Third Party's Party's Access of such Licensed Program shall be governed by the terms and conditions of the License License Agreement; provided, however, Third Party may access the source code and object code forming part of the Licensed Program for

the sole and exclusive purpose of providing Services to the Licensee.

2. The Third Party shall keep, and shall not disclose, and shall procure that its employees and the employees of any sub-contractor shall keep, the information obtained by reason of the Access Agreement ~~(“Confidential Information”)~~ safe from unauthorised and accidental disclosure using the same level of care that the Third Party affords its own most confidential information, but in no event less than a reasonable level of care, except information which is in the public domain otherwise than by reason of a breach of this provision.
- ~~3.~~ 3. ~~3.~~—All moral rights together with any inventions, patents, copyrights, designs and any other types of intellectual property invented, devised or originated by SITAERS or any of its affiliates (or by the Third Party in breach of this Access Agreement) in relation to Confidential Information shall belong and continue to belong to SITAERS and/or the relevant one or more of its affiliates and no license is granted to the Third Party to use the same other than for the purposes specified in this Access Agreement. The Third Party agrees that, as and when requested, it will execute all necessary further documents to vest the full title to such rights, which are infringed by the Third Party in breach of this Access Agreement, in SITAERS without further payment.
- ~~4.~~ 4. ~~4.~~—The Third Party further acknowledges and confirms to SITAERS that money damages would not be a sufficient remedy for any breach of clauses 2 and 3 by the Third Party, and that in addition to all other remedies which SITAERS may have, SITAERS will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
- ~~5.~~ 5. ~~5.~~—This Access Agreement shall commence as of the date first set forth above and shall continue in effect until the earlier of (i) the termination of the ITS Agreement, (ii) ~~SITA’sERS’s~~ receipt of written notice from Licensee that the Third ~~Party’sParty’s~~ need to access the Licensed Program has ceased, or (iii) the termination of the ~~LicenseeLicense~~ Agreement. Upon termination of this Access Agreement, the Third Party shall discontinue all use of the Licensed Program and; provided that the ~~LicenseeLicense~~ Agreement has not terminated, ~~Licensee’sLicensee’s~~ continued use of the Licensed Program shall be governed by the terms and conditions of the ~~LicenseeLicense~~ Agreement. At such time, Third Party shall have no further liability or responsibility with respect to such Licensed Program.
- ~~6.~~ 6. ~~6.~~—At ~~SITA’sERS’s~~ request the Third Party shall, on termination of this Access Agreement, execute a certificate of destruction in relation to any material associated with the Licensed Program to ~~SITA’sERS’s~~ satisfaction and any such execution shall be legalized in accordance with the Third ~~Party’sParty’s~~ jurisdiction of operation.
- ~~7.~~ 7. ~~7.~~—This Access Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Access Agreement or its subject matter or formation (including non-contractual disputes or claims).

~~IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed as of the dates indicated.~~

Licensee _____ **THIRD PARTY** _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

SITA _____

By: _____

Printed Name: _____

Title: _____