Knorr-Bremse Group Terms and Conditions for the Use of Software

For use in all contractual relationships in connection with the licensing of software provided by a Knorr-Bremse Group company (hereinafter referred to as "KNORR-BREMSE") to companies, legal entities under public law and special public funds (hereinafter referred to as "CUSTOMER").

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1. General provisions

1.1 The following Terms and Conditions for the Use of Software ("TCUS") shall apply exclusively in connection with the licensing of software provided by KNORR-BREMSE.

1.2 Any terms and conditions of the CUSTOMER in conflict or deviation from these TCUS are expressly rejected unless KNORR-BREMSE agrees to them in written form.

1.3 These TCUS shall apply in addition to KNORR-BREMSE's Terms and Conditions of Sale and Delivery ("TCSD"). In case of contradictions regarding the use of SOFTWARE, the provisions of these TCUS shall prevail over the TCSD. These TCUS also apply if KNORR-BREMSE makes SOFTWARE available to the CUSTOMER for use without reservation despite being aware of the CUSTOMER's deviating terms and conditions.

1.4 Amendments and supplements to these TCUS must be made in writing whereas text form shall be sufficient.

2. Definitions

When used in these TCUS in capitalized form, the terms set forth below shall have the following meaning:

"AGGREGATED DATA" shall mean any DATA which KNORR-BREMSE aggregated from KNORR-BREMSE DATA and CUSTOMER DATA and similar DATA of third parties (e.g., other customers of KNORR-BREMSE) provided that AGGREGATED DATA shall not allow the reverse generating of CUSTOMER DATA.

"CONNECTED PRODUCT" means an item that obtains, generates or collects DATA concerning its use or environment and that is able to communicate PRODUCT DATA via an electronic communications service, physical connection or on-device access.

"CONTRACTOR DATA" shall mean any DATA which is generated by any of CUSTOMER's contractors and service partners (e.g. garages).

"CUSTOMER DATA" shall mean any DATA which is generated by CUSTOMER and shall further include END CUSTOMER DATA and CONTRACTOR DATA.

"DATA" shall mean any digital information which is generated or processed by SOFTWARE, including KNORR-BREMSE DATA, CUSTOMER DATA, END CUSTOMER DATA and CONTRACTOR DATA.

"DATA ACT NOTICE" means a document provided to the USER/ CUSTOMER before concluding a contract for the provision of SOFTWARE, in a clear and comprehensible manner, that enables compliance with the information requirement of article 3 of the Regulation (EU) 2023/2854 ("EU Data Act").

"DATA HOLDER" means a natural or legal person that has the right or obligation to use and make available DATA, including, where contractually agreed, PRODUCT DATA or RELATED SERVICE DATA.

"DATA RECIPIENT" means a third party designated by the CUSTOMER (as USER) to receive READILY AVAILABLE DATA pursuant to these TCUS.

"DERIVED DATA" shall mean any information which KNORR-BREMSE derived from the processing of AGGREGATED DATA or CUSTOMER DATA provided that DERIVED DATA shall not allow the reverse generating of CUSTOMER DATA.

"END CUSTOMER DATA" shall mean any DATA which is generated by any of CUSTOMER's own customers.

"HARDWARE" means any hardware delivered by KNORR-BREMSE to the CUSTOMER.

"KNORR-BREMSE DATA" shall mean any DATA which is not CUSTOMER DATA, including AGGREGATED DATA and DERIVED DATA.

"PATCH" means an amendment or change to a SOFTWARE provided by KNORR-BREMSE after first provision of the SOFTWARE and intended for the correction of functional problems.

"PRODUCT DATA" means DATA generated by the use of a CONNECTED PRODUCT that KNORR-BREMSE designed to be retrievable, via an electronic communications service, physical connection or on-device access, by KNORR-BREMSE, USER or DATA RECIPIENT.

"READILY AVAILABLE DATA" means PRODUCT DATA and RELATED SERVICE DATA that KNORR-BREMSE lawfully obtains or can lawfully obtain from the CONNECTED PRODUCT or RELATED SERVICE, without disproportionate effort going beyond a simple operation.

"RELATED SERVICE" means a digital service, other than an electronic communications service, including SOFTWARE, which is connected with the product at the time of the purchase, rent or lease in such a way that its absence would prevent the CONNECTED PRODUCT from performing one or more of its functions, or which is subsequently connected to the product by the manufacturer or a third party to add to, update or adapt the functions of the CONNECTED PRODUCT.

"RELATED SERVICE DATA" means DATA representing the digitisation of USER actions or of events related to the CONNECTED PRODUCT, recorded intentionally by the USER or generated as a by-product of the USER's action during the provision of a RELATED SERVICE by KNORR-BREMSE.

"SOFTWARE" means any software with pertaining documentation (in electronic format or hardcopy version), including software options and software modules, which is delivered or otherwise provided by KNORR-BREMSE (a) on a data storage or (b) factory-installed on a HARDWARE or (c) for download in online mode or (d) for access (e.g. via the Internet), as KNORR-BREMSE may deem appropriate from case to case.

"SPECIFICATION" means any description of the functionality of a SOFTWARE in form as provided by KNORR-BREMSE and as being amended by KNORR-BREMSE from time to time.

"THIRD PARTY SOFTWARE" means a SOFTWARE which is designated or otherwise recognizable as software being provided by third parties.

"TRADE SECRETS" means information that meets all of the following conditions, as defined in Article 2(1) of Directive (EU) 2016/943:

(a) it is secret, in the sense that it is not, as a whole or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with this type of information;

(b) it has commercial value because it is secret; and

(c) it has been subject to reasonable steps, under the circumstances, by KNORR-BREMSE, to keep it secret.

"UPDATE" means an amendment or change to a SOFTWARE after first provision of the SOFTWARE and intended for the improvement or enhancement of its functions.

"UPGRADE" means an amendment or change to a SOFTWARE or a new version of a SOFTWARE after first provision of the SOFTWARE and intended for extension of existing or amendment of further functions.

"USER" means a natural or legal person that owns a CONNECTED PRODUCT or to whom temporary rights to use that CONNECTED PRODUCT have been contractually transferred, or that receives RELATED SERVICES.

3. Subject matter

3.1 KNORR-BREMSE provides the SOFTWARE designated in the respective contract only to the extent and only with the features and functions explicitly specified in the SPECIFICATION.

3.2 Unless otherwise explicitly agreed, KNORR-BREMSE may choose at its sole discretion whether it provides or continues to provide the SOFTWARE (a) on a data storage or (b) factory-installed on a HARDWARE or (c) as download version or (d) by making the SOFTWARE accessible (e.g., via the Internet).

3.3 Unless otherwise explicitly agreed, KNORR-BREMSE may alter at its sole discretion the format in which the SOFTWARE is being provided (data storage, installation, download, access).

3.4 The provision of SOFTWARE only refers to the provided object code and the delivered storage media (if any). If SOFTWARE is provided by making it accessible (e.g., via the Internet), the SOFTWARE is provided as a service.

3.5 KNORR-BREMSE does not grant any rights regarding the source

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code of the SOFTWARE.

4. Involvement of third parties

4.1 To the extent KNORR-BREMSE provides THIRD PARTY SOFT-WARE, the CUSTOMER is required to accept and comply with the contractual terms of such third parties provided that KNORR-BREMSE has notified the CUSTOMER on such other terms.

4.2 If KNORR-BREMSE provides SOFTWARE by making it accessible (e.g. via the Internet), KNORR-BREMSE may involve third parties for the provision of the SOFTWARE (e.g. data centres or cloud service providers) and the CUSTOMER is required to accept and comply with the contractual terms of such third parties provided that KNORR-BREMSE has notified the CUSTOMER on such other terms.

4.3 KNORR-BREMSE may involve affiliates or third parties in the performance of the contract and may share relevant information with such parties to the extent necessary for contract performance. The CUSTOMER hereby agrees to such involvement and data sharing.

5. Rights to Use the SOFTWARE

Upon conclusion of the respective contract KNORR-BREMSE grants to the CUSTOMER the following non-exclusive rights to use the SOFTWARE:

5.1 If the SOFTWARE was factory-installed by KNORR-BREMSE on a HARDWARE or a device used in combination with a HARDWARE, the CUSTOMER is entitled to run and execute the SOFTWARE on such HARDWARE or device for the purposes described in the SPECIFICATION.

5.2 If the SOFTWARE was delivered to the CUSTOMER on a data storage other than a HARDWARE or downloaded by the CUSTOMER in online mode for use in combination with a HARDWARE, the CUSTOMER is entitled to install, run, and execute the SOFTWARE on such HARDWARE or device used in combination with such HARDWARE for the purposes described in the SPECIFICATION.

5.3 If the SOFTWARE was delivered on a data storage other than a HARDWARE or downloaded in online mode for a use other than in combination with a HARDWARE, the CUSTOMER is entitled to install the SOFTWARE on one device or any other number of devices as specified in the respective contract in order to run and execute the SOFTWARE on such device(s) for the purposes described in the SPECIFICATION.

5.4 If the SOFTWARE is provided by making it accessible (e.g. via the Internet), the CUSTOMER is entitled to use the provided services and functions of the SOFTWARE for the purposes described in the SPECIFICATION.

5.5 If the respective contract or SPECIFICATION specifies a certain number of named or concurrent users of the SOFTWARE, the aforesaid rights to use the SOFTWARE are limited to the specified number of named or concurrent users. KNORR-BREMSE is entitled to measure the number of users with special tools included in the SOFTWARE provided such tools are clearly designated in the SPECIFICATION.

6. Copies and Access

6.1 If the SPECIFICATION provides that the CUSTOMER is entitled to install the SOFTWARE on a device other than a HARDWARE, the CUSTOMER may re-install, run and execute the SOFTWARE on a further device after the CUSTOMER has deleted the SOFTWARE on the device on which the SOFTWARE had been installed previously.

6.2 If the SOFTWARE was delivered on a data storage other than a HARDWARE or downloaded in online mode, the CUSTOMER is entitled to make per each delivered data storage or online download one (1) backup copy of the SOFTWARE for the sole purpose of a security backup. Such backup may only be used to restore the SOFTWARE in the event the data storage on which the SOFTWARE was delivered or downloaded was damaged or destroyed. The CUSTOMER is obliged to clearly mark any backup copy as "backup copy" with a clear reference to the name of the SOFTWARE and KNORR-BREMSE as its supplier and copyright owner.

6.3 If the SOFTWARE is provided by making it accessible (e.g. via the Internet), the CUSTOMER may access the SOFTWARE exclusively through the user interfaces designated in the SPECIFICATION and must not copy but only use the SOFTWARE solely for the purposes which are encompassed by the respective contract and the SPECIFICATION. The CUSTOMER shall strictly comply with the

authorization and access control functions of the SOFTWARE as provided with the SOFTWARE and designated in the SPECIFICATION.

7. Prohibited Use

7.1 The CUSTOMER is NOT entitled to,

7.1.1 use the SOFTWARE, or any part thereof, beyond the use permitted by the SPECIFICATION and the rights granted in the respective contract and these TCUS;

7.1.2 lease or lend the SOFTWARE or its use to third parties;

7.1.3 alter the SOFTWARE, or any part thereof, in any way (including, without limitation, changes by way of modification, adaptation, translation);

7.1.4 decompile the SOFTWARE, or any part thereof;

7.1.5 reverse-engineer or disassemble the SOFTWARE, or any part thereof, or otherwise translate such SOFTWARE into any other format;

7.1.6 copy the SOFTWARE, or any part thereof, unless explicitly permitted by KNORR-BREMSE;

7.1.7 if the SOFTWARE is made accessible (e.g. via the Internet): perform any test of performance, load test, availability test, reaction or response time test, benchmark test or penetration tests without KNORR-BREMSE's explicit consent.

7.2 The rights of the CUSTOMER pursuant to Section 69d subpar. 2 and 3 and 69e German Copyright Act remain unaffected. On CUSTOMER's request KNORR-BREMSE will provide interface information required to achieve interoperability (Section 69e German Copyright Act) for a reasonable charge.

7.3 The CUSTOMER is not entitled to transfer its rights to use or access to the SOFTWARE to a third party without KNORR-BREMSE's explicit consent unless the CUSTOMER has purchased a copy of the SOFTWARE and resells such copy to the third party.

8. Rights to Use DATA

8.1 KNORR-BREMSE may create and use PRODUCT DATA, RELATED SERVICE DATA, AGGREGATED DATA or DERIVED DATA for analytics and product improvement, provided such use does not unlawfully process personal data and continues to protect TRADE SECRETS. For clarity, AGGREGATED DATA or DERIVED DATA created by KNORR-BREMSE is not PRODUCT DATA or RELATED SERVICE DATA and is excluded from mandatory sharing obligations according to the Regulation (EU) 2023/2854 ("EU Data Act").

8.2 KNORR-BREMSE may process PRODUCT DATA and RELATED SERVICE DATA as necessary to provide, maintain, secure and improve the CONNECTED PRODUCT and RELATED SERVICES.

8.3 KNORR-BREMSE is entitled to use all DATA for the performance of the respective contract and these TCUS. For such purposes, KNORR-BREMSE may also submit all DATA to its own sub-contractors and service providers.

8.4 KNORR-BREMSE shall solely own and may use KNORR-BREMSE DATA for all its purposes.

8.5 CUSTOMER shall own and may use CUSTOMER DATA for all its purposes.

8.6 KNORR-BREMSE (or its sub-contractors) may generate AGGREGATED DATA and DERIVED DATA from CUSTOMER DATA. KNORR-BREMSE shall solely own and may use AGGREGATED DATA and DERIVED DATA for the improvement of existing KNORR-BREMSE products and services and/or the development of new KNORR-BREMSE products and services by its own development resources or respective resources of its sub-contractors and sub-suppliers.

8.7 Either party may use DATA for repair and maintenance services provided to end-customers and may transmit such DATA or grant access to such DATA to involved third parties (e.g. garages or other repair and maintenance facilities).

8.8 Either party may use DATA for the purposes and to the extent required by statutory law (e.g. Regulation (EU) 2018/858 ("GDPR")).

8.9 Either party shall use the DATA strictly limited to the permitted use as set out in the respective contract and these TCUS.

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9. Data Access and Sharing

9.1 The USER may access, retrieve or, where relevant, erase PRODUCT DATA and RELATED SERVICE DATA. Where KNORR-BREMSE is the DATA HOLDER the technical means to do so are specified in the DATA ACT NOTICE and in the SPECIFICATION.

9.2 Upon written request, DATA HOLDER shall provide the USER/ CUSTOMER with READILY AVAILABLE DATA without undue delay and free of charge to the USER/ CUSTOMER.

9.3 The DATA RECIPIENT shall not use PRODUCT DATA to develop a competing CONNECTED PRODUCT, shall not engage in profiling or targeted advertising based solely on the PRODUCT DATA, shall not attempt to re-identify individuals from anonymised DATA, and shall not onward-share the PRODUCT DATA except as necessary to perform the USER/CUSTOMER-requested service subject to equivalent obligations.

9.4 Upon USER/ CUSTOMER's written instruction, DATA HOLDER shall make READILY AVAILABLE DATA available to a designated DATA RECIPIENT on fair, reasonable and non-discriminatory ("FRAND") terms. Any compensation payable by the DATA RECIPIENT shall be limited to DATA HOLDER´s direct costs incurred in making the PRODUCT DATA available.

9.5 DATA disclosures shall be limited to what is necessary to fulfil the USER/ CUSTOMER's request and shall include appropriate technical and organisational measures to protect TRADE SECRETS and security. KNORR-BREMSE may apply proportionate measures (e.g., filtering/masking) to safeguard TRADE SECRETS while preserving the utility of the PRODUCT DATA and RELATED SERVICE DATA.

10. Compliance with the laws

10.1 Where DATA contains personal data, processing is subject to the Regulation (EU) 2018/858 ("GDPR") and the Parties' data processing terms (including, where applicable, the Standard Contractual Clauses under Article 28 GDPR maintained by KNORR-BREMSE). In case of conflict, GDPR terms prevail for personal data; these TCUS govern non-personal Data only.

10.2 For binding requests from non-EU authorities for access to non-personal data stored in the EU, KNORR-BREMSE shall assess legality and proportionality, challenge unlawful or disproportionate demands, and disclose only where compatible with EU or Member State law; where lawful, KNORR-BREMSE shall notify the CUSTOMER.

10.3 In cases of exceptional need under applicable law, KNORR-BREMSE may provide PRODUCT DATA to competent public sector bodies as required. Where permitted, KNORR-BREMSE will notify the CUSTOMER without undue delay.

10.4 Either party shall procure that its performance of the respective contract and these TCUS complies with statutory law and mandatory or contractual rights of third parties (including IP Rights and confidentiality obligations) and shall indemnify and hold harmless the respective other party in any event of non-compliance. If compliance is not achievable despite of having made best efforts, the respective party has the right and obligation to exempt respective DATA from the performance of these TCUS.

11. No Impairment

Neither party shall enter into legal obligations which may impair the performance of these TCUS to the detriment of the respective other party. Either party shall procure the necessary consent of third parties to the extent required for the performance of these TCUS.

12. Warranty

12.1 KNORR-BREMSE warrants that the SOFTWARE complies with the SPECIFICATION, provided that the CUSTOMER uses the SOFTWARE in accordance with the SPECIFICATION and the hardware and software environment stated therein. In particular, KNORR-BREMSE does not warrant any special performance, uptime, responsiveness, availability or fitness for purpose of the SOFTWARE unless otherwise explicitly agreed or stated in the SPECIFICATION.

12.2 KNORR-BREMSE warrants that it will implement reasonable security measures to protect CUSTOMER DATA stored or processed through the SOFTWARE from unauthorized access, disclosure, or alteration.

12.3 KNORR-BREMSE warrants that it will implement reasonable measures to procure that the SOFTWARE will not contain any viruses, malware, or malicious code.

12.4 In the event of a defect, KNORR-BREMSE is entitled to fulfil its defect remedy obligation (if any) by providing PATCHES, UPDATES or UPGRADES in due course and to be implemented by the CUSTOMER on KNORR-BREMSE's instruction.

12.5 In the event of minor defects of the SOFTWARE, the CUSTOMER is not entitled to withdraw from the respective contract or to claim damage compensation instead of full performance. A defect is minor if it does not prevent or significantly impede the use of the SOFTWARE.

12.6 The warranty period is twelve (12) months from the date of delivery or first provision of the SOFTWARE.

13. Warranties for Provision of SOFTWARE as a Service (SaaS)

If KNORR-BREMSE provides a SOFTWARE by making it accessible (e.g. via the Internet), the following additional warranty terms apply:

13.1 KNORR-BREMSE warrants that the provision of the SOFTWARE will be performed in a professional manner and will substantially conform to the SPECIFICATION.

13.2 KNORR-BREMSE further warrants that it will use commercially reasonable efforts to ensure that the SOFTWARE is available for use by the CUSTOMER at least 97.5 % of the time during each calendar year, excluding scheduled maintenance and force majeure events. KNORR-BREMSE will use commercially reasonable efforts to ensure that downtimes due to scheduled maintenance occur outside of normal business hours on Saturdays or Sundays and on other days during night time between 8:00 pm and 8:00 am.

13.3 If the provision of the SOFTWARE does not meet the warranties specified herein, CUSTOMER's sole and exclusive remedy shall be for KNORR-BREMSE to use commercially reasonable efforts to correct the non-conforming services within a reasonable time frame.

14. Exclusion of warranty

14.1 Except expressly agreed or stated in the SPECIFICATION, KNORR-BREMSE makes no other warranties, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Insofar the CUSTOMER agrees that the use of the SOFTWARE is at CUSTOMER's sole risk.

14.2 The above warranty does not apply to the extent that any non-conformance or failure to perform results from (i) CUSTOMER's misuse or modification of the SOFTWARE, (ii) use of the SOFTWARE in a manner not consistent with the documentation, (iii) third-party software, hardware, or services not provided or authorized by KNORR-BREMSE, or (iv) force majeure events.

14.3 KNORR-BREMSE does not provide any warranty for any third-party services or products accessed or integrated with the SOFTWARE, and CUSTOMER acknowledges that such third-party services are subject to the terms and conditions of their respective providers.

15. Patches, Updates & Upgrades

15.1 KNORR-BREMSE is entitled, though not obliged, to provide and/or implement PATCHES, UPDATES or UPGRADES for the SOFTWARE and to amend the SPECIFICATION accordingly.

15.2 The provisions of these TCUS related to SOFTWARE apply to any PATCH, UPDATE or UPGRADE accordingly.

16. Intellectual property rights

16.1 The CUSTOMER will only be granted such rights in the SOFTWARE as are expressly stated in these TCUS. KNORR-BREMSE retains sole title of ownership in the SOFTWARE, including without limitation, property rights, patent rights, copyrights, trademark rights, rights in business secrets and any other intellectual property right. The CUSTOMER is not entitled to remove, cover up, modify or otherwise amend references or notes regarding copyrights, trade names or other rights of KNORR-BREMSE.

16.2 If a third party makes a claim to the CUSTOMER alleging that the CUSTOMER's use of a valid unmodified version of SOFTWARE conforming to the provisions of these TCUS infringes an established intellectual property right in a territory, where KNORR-BREMSE has provided the SOFTWARE for local use, or alleging that such use constitutes an act of unfair competition, KNORR-BREMSE will avert such claim at its own cost, provided that the CUSTOMER shall have promptly notified KNORR-BREMSE about any such asserted claim in

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writing, shall have authorized KNORR-BREMSE to independently conduct and settle such claim situation and provide adequate assistance in the handling of a legal dispute at KNORR-BREMSE's request.

16.3 Where, in KNORR-BREMSE's opinion, a valid unmodified version of SOFTWARE might infringe the intellectual property rights of a third party, KNORR-BREMSE will, at its own option, (a) procure such third party's approval for continued use of such SOFTWARE by the CUSTOMER, (b) provide replacement for affected SOFTWARE, (c) modify such SOFTWARE in a manner to restore non-infringement of such intellectual property rights, or (d), if any of the foregoing action cannot be taken at reasonable economic effort, terminate the respective contract with immediate effect and refund to the CUSTOMER any SOFTWARE related price already paid by the CUSTOMER (with deduction of a reasonable rate for the CUSTOMER's SOFTWARE utilization up to this moment).

16.4 Notwithstanding the foregoing, KNORR-BREMSE shall be relieved from its obligations under Section 16.2 and 16.3 if an asserted claim for infringement is based on the alleged or factual situation of SOFTWARE (a) having been modified by the CUSTOMER, or (b) operated in combination with other programs or files and such combination has resulted in the infringement of a third-party right, or (c) used and operated in an environment other than determined in the SPECIFICATION, or (d) used by the CUSTOMER outside of the a territory, for which KNORR-BREMSE has provided the SOFTWARE for local use.

17. Cloud/SaaS Switching & Exit Assistance

17.1 KNORR-BREMSE shall remove contractual and technical barriers to switching the Cloud/ SaaS-provider; any charges for switching or egress shall be limited to direct costs. The switching process must be completed within a maximum transitional period of thirty (30) calendar days, starting no later than two (2) months after receipt of a valid switching request, unless KNORR-BREMSE demonstrates that completion of the switching process within this timeframe is technically infeasible, in which case a justified explanation shall be provided.

17.2 Upon CUSTOMER's written request to switch to another provider or to self-host, KNORR-BREMSE shall enable transfer of all exportable DATA in a structured, commonly used, machine-readable format and provide reasonable assistance to achieve functional equivalence with the destination environment.

18. Termination

18.1 Either party may terminate the contract underlaying these TCUS by three (3) month written notice. Termination of the respective contract also results in termination of these TCUS.

18.2 In any event of termination of the respective contract, the CUSTOMER's rights granted under these TCUS expire and the CUSTOMER shall delete and cease to use all copies of the SOFTWARE unless the CUSTOMER had purchased the SOFTWARE.

18.3 The termination of the respective contract shall not prevent the parties from continuing to use DATA for the purposes and within the limitations agreed in these TCUS.

19. Liability

19.1 In addition to any further agreement on the limitation of liability, neither party shall be liable for the loss of DATA unless such party has intentionally caused such loss.

19.2 KNORR-BREMSE is liable without limitation for intent and gross negligence. KNORR-BREMSE's liability for ordinary negligence is limited to the foreseeable damage that is typically associated with the contract and only if an obligation is breached, which is essential for the proper fulfilment of the contract and on which the CUSTOMER may regularly rely (material contractual obligation).

19.3 The aforementioned limitations or exclusions of liability do not apply in the event of fraudulent concealment of a defect, from the assumption of a guarantee and for claims under the German Product Liability Act (Produkthaftungsgesetz) and in the event of damage to life, limb or health.

19.4 Insofar as KNORR-BREMSE's liability is excluded or limited, this also applies to the personal liability of its employees, workers, representatives and vicarious agents.

20. Audit and inspection rights

The CUSTOMER is obliged to enable KNORR-BREMSE, at KNORR-BREMSE's request, to verify the CUSTOMER's compliance with these TCUS, regarding the exercise of the granted rights and agreed limitations for the use of the SOFTWARE. For this purpose, CUSTOMER shall provide sufficient information to KNORR-BREMSE and grant access to all relevant documents and records. CUSTOMER shall further permit an inspection of the hardware and software environment used in combination with the SOFTWARE by KNORR-BREMSE or an auditing company named by KNORR-BREMSE and acceptable to CUSTOMER. KNORR-BREMSE or the auditing company named by KNORR-BREMSE and acceptable to CUSTOMER may carry out the inspection at the CUSTOMER's premises during the CUSTOMER's regular business hours after prior notice of at least ten (10) days. KNORR-BREMSE will ensure that the business operations of the CUSTOMER are disturbed as little as possible by the inspection.

21. Place of Jurisdiction and Governing Law

21.1 The sole place of jurisdiction for disputes arising from and in connection with these TCUS shall be Munich or, at KNORR-BREMSE's discretion, the registered office of the CUSTOMER or the place of business that fulfils the order.

21.2 The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).