



Foto: Max Lautenschlager

Billing

Transmission Supplementary Invoice Data

XML data

Transmission

As of: February 1, 2012

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1 Supplementary invoice data (XML data)

1.1 General

DB Cargo AG provides, on request, supplementary invoice data as a file for your accounting procedures. Supplementary invoice data is provided in XML format (“supplementary invoice data” in the following).

Data is transferred similarly to invoicing. The data provided as a file is for information only.

We would be happy to provide additional information and can be reached at the following address:

DB Cargo AG
Billing
Rheinstraße 2
55116 Mainz

E-mail-address: R-FL3-Abrechnung@deutschebahn.com

1.2 Form of data transmission

Supplementary invoice data can be sent by e-mail or via an existing EDI link by our service provider, currently DB Systel GmbH.

Mail transmission can be encrypted or unencrypted based on your selection on the “Supplementary data as a file” form.

1.2.1 Unencrypted supplementary data by e-mail

Transmitting unencrypted supplementary invoice data increases the risk that outside third parties could access the data without authorization. Please see our basic conditions on supplementary invoice data for more information on this topic.

1.2.2 Encrypted supplementary data by e-mail

Before you can encrypt data, as the data recipient, you must send our service provider a public key according to the GPG (GnuPrivacyGuard) standard.

Public keys support the following algorithms:

- RSA, RSA-E, RSA-S
- ELG-E, ELG
- DSA

A public key generated according to one of these algorithms is then used for communication between you and our service provider. One key is required for each data recipient. Key names cannot contain special characters since special characters can cause processing problems. When you assign the key name, it is a good idea to enter supplementary information in the note field, for example company name or debtor number or customer number.

The file extension of the file containing the public key you transmit to our service provider must be **asc**.

Supplementary invoice data will be sent from the sender comgate-prod@deutschebahn.com.

Item 4 of this brochure contains the **two-page** registration form for data transmission. For general information on GnuPG, see www.gnupg.org and <http://uckanleitungen.de/gnupg/>.

1.2.3 Data transmission using EDI

Our EDI technical consultants serve as your contacts for data transmission using EDI. For more information, please contact:

DB Cargo AG
European Customer Service
IT-Anforderungen Kundenservice
Masurenallee 33
47055 Duisburg

E-mail-address: L-RV-KSZ-13-EDI-Internet@deutschebahn.com

1.3 Data transmission conditions

The basic conditions of DB Cargo AG regarding the transmission of supplementary invoice data (in XML format) an electronic file (as of May 1, 2010) apply for the transmission of supplementary invoice data (XML data) by e-mail. The EDI contract and appendix apply for EDI transmission.

2 Basic conditions of DB Cargo AG regarding the transmission of supplementary invoice data (in XML format) as an electronic file (as of May 1, 2010)

("Basic conditions on supplementary invoice data")

1 Scope

- 1.1 The customer of DB Cargo AG ("Applicant") shall register to transmit supplementary invoice data according to the "Supplementary invoice data as a file" form. The Applicant shall inform DB Cargo AG if the Applicant and data recipient are not identical and it agrees to the transmission of data to this recipient. In this case, the Applicant is required to enter into an agreement with the recipient regarding its obligations resulting from these conditions.
- 1.2 These "basic conditions on supplementary invoice data" govern the transmission of supplementary invoice data as an electronic file from the accounting procedure of DB Cargo AG.
- 1.3 Existing agreements between DB Cargo AG and the Applicant registering for supplementary invoice data shall remain unaffected by this agreement.
- 1.4 Before supplementary invoice data can be transmitted as an electronic file, the Applicant must first register and name the recipient according to the "Supplementary invoice data as file" form.
- 1.5 Transmitting supplementary invoice data as a file enables the recipient to process this data in its own data system.

2 Form of data transmission

- 2.1 Supplementary invoice data is transmitted by e-mail.
- 2.2 Supplementary invoice data is transmitted similarly to invoices. The supplementary invoice data transmitted by e-mail is for information purposes only.
- 2.3 A service provider contracted by DB Cargo AG shall be responsible for creating and transmitting supplementary invoice data by e-mail. The current service provider is indicated on the "Supplementary invoice data as a file" form.
- 2.4 Complaints about data transmission irregularities must be addressed within one month exclusively to:
DB Cargo AG
Customer Service
Accounting Procedure
Rheinstraße 2
55116 Mainz

3 Data transmission by e-mail

- 3.1 The service provider shall send the supplementary invoice data in encrypted or unencrypted format. The type of transmission shall be based on the Applicant's declaration on the most recent "Supplementary invoice data as a file" form sent to DB Cargo AG.
- 3.2 The service provider shall encrypt the supplementary invoice data before sending it. Supplementary invoice data is currently sent to the recipient address(es) indicated on the "Supplementary invoice data as a file" form using the GnuPG software.
- 3.3 The recipient is required to send the service provider a key for encrypting the supplementary invoice data following prior agreement by e-mail. The recipient must create the key us-

ing one of the encryption algorithms listed on the “Supplementary invoice data as a file” registration form.

- 3.4 The recipient is required to ensure that no unauthorized third parties gain access to the key exchanged. In the event that an unauthorized third party gains access to the key despite this obligation, the recipient must inform DB Cargo AG immediately to exchange a new key.
- 3.5 DB Cargo AG and the recipient shall each bear their respective costs incurred in the context of transmitting supplementary invoice data by e-mail. This provision shall also apply for costs incurred in the context of setting up the required encryption procedure.

4 Liability

4.1 Liability regarding data transmission

The Applicant is aware that data transmitted by e-mail cannot be fully protected from unauthorized access by outside third parties. Specifically, supplementary invoice data – even if it has been encrypted using GnuPG software – may be unencrypted and manipulated without authorization during transmission by e-mail.

In addition, the Applicant is aware that transmitting data by e-mail can result in the data being misrouted by mistake or not being delivered at all. The Applicant is also aware that transmitting data by e-mail may cause the recipient’s data processing systems to be infected by a virus.

Therefore, DB Cargo AG shall not be liable for data once it leaves the domain of DB Cargo AG, except in the case of willful intent or gross negligence. Nor shall DB Cargo AG be liable for delays and/or interruptions during data transmission caused by the Internet service provider or high Internet traffic.

Moreover, DB Cargo AG shall not be liable for damages incurred by the Applicant or recipient due to unauthorized access by outside third parties to the exchanged key unless DB Cargo AG is responsible for the unauthorized third party’s access to the exchanged key.

Furthermore, the liability of DB Cargo AG shall be limited to foreseeable typical damage except in the event of willful intent and/or gross negligence.

Nor shall DB Cargo AG be liable for instances of slight negligence if the data is transmitted in unencrypted form according to the Applicant’s declaration. In this case, the Applicant or recipient must prove that the damage claimed is not due to the data being transmitted in unencrypted form.

4.2 Changes to the supplementary invoice data record

DB Cargo AG is entitled to modify the supplementary invoice data record and/or schema (cpi_fakt, cpi_types) at any time. Any claims for damages or costs incurred by the Applicant due to changes in its own data processing cannot be asserted against DB Cargo AG.

5 Termination

- 5.1 DB Cargo AG and the Applicant are entitled to terminate the agreement regarding the transmission of supplementary invoice data as an electronic file by the end of the month with one month’s notice.
- 5.2 Right to extraordinary termination shall remain unaffected.

6 Choice of law, jurisdiction

- 6.1 The laws of the Federal Republic of Germany shall apply.
- 6.2 Jurisdiction shall be Mainz for all contractual and non-contractual disputes if the Applicant is an entrepreneur or its usual or general address is not within the Federal Republic of Germany, provided no exclusive jurisdiction is indicated.

7 Other provisions

- 7.1 The Applicant shall undertake to inform DB Cargo AG immediately of changes to the registration using the “Supplementary invoice data as a file” form. It must do so by filling out a new “Supplementary invoice data as a file” form.
- 7.2 Side letter agreements and agreements that deviate from these general conditions, including the clause requiring the written form, must be made in writing. Transmission using telecommunications means shall not satisfy the written form requirement.
- 7.3 Should individual provisions become ineffective or unable to be performed for legal reasons, the remaining provisions shall remain unaffected. This provision shall also apply in the event of an omission. As far as provisions of these general conditions have not become an integral part of the agreement or ineffective, the substance of the contractual relationships with the Applicant complies with legal provisions.

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DB Cargo AG
Accounting
Rheinstraße 2

55116 Mainz

Supplementary invoice data as a file

- Registration
- Change report

Please complete the form in block letters and send the signed and stamped original to the above address.

Customer details

Company name
Debitor number
Customer number(s)
Branch/name
Street
Country/Postcode/City

Contact

Name, first name
Phone number
E-Mail address@.....
Poss. name of IT service provider
Street
Country/Postcode/City

Supplementary invoice data supplied as:

- unencrypted file by e-mail
- encrypted file by e-mail

Transmission of public key to current service provider:

- sent by e-mail to: edi-support@deutschebahn.com

Address of DB Cargo's current service provider:

DB System GmbH
TIV 21, VBF Comgate
Florastraße 133-136
12623 Berlin

