PTV Terms of Service

Software-as-a-Service

Document information

Short title	PTV Terms of Service Software-as-a-Service
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Contents

1 General Provisions

1.1. These PTV Terms of Service Software-as-a-Service ("Terms of Service") set forth the framework conditions for the contractual relationship between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Straße 15, 76131 Karlsruhe, Germany, or an affiliated company of PTV Planung Transport Verkehr GmbH (hereinafter jointly referred to as "PTV"), and companies using PTV software as Software-as-a-Service ("Customer"). Both PTV and the Customer are hereinafter referred to individually as "Party" and jointly as "Parties".

1.2. PTV shall notify the Customer of any changes to the Terms of Service in writing or email within a reasonable period of time prior to the intended change. Where the Customer does not object to such changes within six (6) weeks from the date of receipt of the notice, the changes are deemed to have been consented to. In case of changes to the price or type, format, quality or quantity of a contractually agreed data provision, the customer shall be entitled to a special right of termination free of charge until the change takes effect; fees already paid for unused periods shall be refunded on a pro rata basis. In the event of any amendment to these Terms of Service, the Customer's attention is specially drawn to its right of objection and to the legal consequences of silence. In the event that the Customer objects within the six-week period, the contractual relationship shall be continued under the previously applicable conditions. If an objection is raised, PTV shall be entitled to terminate the contractual relationship existing with the Customer and individual Subscriptions with one (1) months' notice. These changes do not affect the customer's rights under Regulation (EU) 2023/2854 (Data Act).

1.3. Terms and conditions of the Customer do not apply regardless of whether or not PTV expressly objects to them in a particular case.

1.4. Not all contractual documents can be provided in the respective national languages. The Customer agrees to contractual documents in English language.

1.5. All third-party providers and suppliers of PTV that are involved in the provision of services are included in the protective effects of this contract. The Customer or partner of PTV shall indemnify these third-party providers and suppliers against claims by third parties resulting from a breach of this contract, in particular these Terms of Service.

2 Definitions

2.1. **"Customer"** is an entrepreneur within the meaning of sec. 14 BGB (German Civil Code) who has purchased access to PTV SaaS and uses it for commercial purposes and is therefore a commercial customer.

2.2. **"Data"** is digital content which PTV makes available to the Customer, including but not limited to geographical data, traffic data, additional data, point-of-interest and geodata.

2.3. **"PTV Group"** is the environment used for provision of PTV SaaS.

2.4.   **"PTV Account"** is the Customer's personalized access to PTV Group and to PTV SaaS and content offered thereon.

2.5.   **"PTV Software-as-a-Service (hereinafter referred to as PTV SaaS)"** is cloud-based software and Data provided by PTV to the Customer via the Internet.

2.6.   **"Service Description"** contains the technical specifications and functionalities of PTV SaaS as amended from time to time, available for each PTV Product at PTV Group Service Descriptions, available at: https://www.ptvgroup.com/en/legal-documents#software-as-a-service

2.7.   **"SLA (Service Level Agreement)"** is the specification of the quality criteria (in particular but not limited to response times and availability) for recurring services to be provided by PTV for paid PTV SaaS.

2.8.   **"SaaS-Subscription"** is the conclusion of a subscription for the time-limited use of PTV SaaS.

2.9.   **"Third-Party Licenses"** means the licenses included in PTV SaaS , which PTV has legally acquired from third parties and which include specific terms and conditions to PTV and to the Customer, as set forth in these Terms of Service, and which may be amended by the third parties from time to time, and any such amendments thus becoming part of these Terms of Service.

2.10. **"User"** is the owner of a registered PTV Group ID who uses PTV SaaS either itself as Customer or in its position as employee or representative of the Customer.

3   PTV Group ID

3.1.   Any use of PTV SaaS requires a registered PTV Group ID according to the applicable Terms for registration and use of a PTV Group ID, available at https://www.ptvgroup.com/en/legal-documents/id-terms. The Customer agrees to the Terms for registration and use of a PTV Group ID.

3.2.   The Customer is obliged to keep its PTV Group ID registration data up to date.

3.3.   The Customer assures that only authorized Users are granted access to PTV SaaS. The Customer shall ensure that its Users agree to receive an invitation to register or to activate for PTV Group and to processing their data. The Customer shall take the necessary organizational and security measures to prevent unauthorized access to PTV SaaS.

3.4.   If PTV has reasonable grounds to believe that an unauthorized User or a third party makes use of the access to or of PTV SaaS, PTV shall be entitled to block the Customer's access to PTV SaaS until access by the unauthorized User or third party is prevented.

3.5.   PTV reserves the right to restrict the Customer's access to certain areas of the PTV Group-ID or to delete the PTV Group-ID if there is reason to believe that the Customer has violated the Terms of Service.

4   Commencement, duration and termination

4.1.   Unless otherwise agreed, a Subscription comes into force upon acceptance of an order and shall remain in force for a period of twelve (12) months **("Subscription Term")**. It is then extended for the duration of the respectively agreed Subscription Term, unless it is terminated with a notice period of three (3) months to the end of the Subscription Term.

4.2.   For upgrades (i.e. paid extensions of the scope of services, e.g. increase in volume or number of users, longer Subscription Term), the Subscription Term shall start anew from the date of the upgrade. The previous Subscription is charged pro rata temporis until the start of the extended Subscription Term.

4.3.   Downgrades (i.e. reduction of the scope of services, e.g. reducing the volume, number of users or the Subscription Term) only take effect after the end of the current Subscription Term, i.e. the downgrade applies for the first time from the start of the extended Subscription Term.

4.4   The customer may link termination to a switching request in accordance with Art. 25-31 Data Act. If the customer merely expresses a desire to switch, this shall also be understood as termination of the subscription. The customer shall notify PTV of the intended switch in writing no later than two months prior to the desired switching date. Clause 18 of these Terms of Service shall apply in addition to the switching.

4.4.   The right to extraordinary termination for good cause remains unaffected for both Parties. In particular, a good cause for extraordinary termination exists for PTV if the Customer is in default of payment or if the Customer is in material breach of these Terms of Service, in particular by using PTV SaaS in a way that contradicts these Terms of Service.

4.5.   Upon termination of a subscription (end of contract/switching), PTV shall, without prejudice to statutory retention obligations, make all exportable data available to the customer in a structured, commonly used and machine-readable format for a period of thirty (30) calendar days after the termination takes effect, i.e. after the expiry of the notice period ('retrieval period') and shall provide appropriate technical support, including open interfaces for switching to services of the same type (see Section 18).Upon termination of a Subscription, after the retrieval period has expired the Customer shall delete all software and data in connection with PTV SaaS and shall return to PTV materials and documents provided by PTV in connection with the performance of the contract ("Materials and Documents"). Insofar as copies of the software and data, Materials and Documents are located on data processing systems of the Customer, including the data processing systems operated on its behalf, the Customer shall delete these software and data, Materials and Documents or have them deleted and shall confirm the deletion to PTV in writing.

5   Services provided by PTV, rights to software and data

5.1.   PTV shall make PTV SaaS available within the scope of its operational capabilities and in accordance with these Terms of Service. PTV may improve and extend the functions and features of and the access to PTV SaaS. Upon deployment of the improvements and extensions, the modified PTV SaaS becomes object of these Terms of Service. As part of its general product policy, PTV is entitled to make further changes, additions and restrictions to PTV SaaS and to its product portfolio, especially to replace PTV SaaS and to discontinue individual PTV SaaS. For the discontinuation of individual PTV SaaS, the notice period is one (1) month. With regard to the provision of data, changes, additions and restrictions shall only be made for objectively justified reasons and in compliance with the customer's rights under the Data Act. PTV shall inform the Customer in text form at least three (3) months before implementing such change. The change is binding and thus an integral part of the contract if the Customer does not terminate the respective Subscription in text form at the time of implementation of such change. The customer's right to terminate the contract in the event of significant changes with regard to the provision of data remains unaffected (Section 13(5)(g) of the Data Act).

5.2.   All components of PTV SaaS, including the software and the Data, are protected by copyright. All rights to the software and Data are held solely by PTV and its suppliers. Except as expressly stated herein, these Terms of Service do not grant the Customer any rights to, under or in any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of PTV SaaS or the Service Description. Use of the software and the Data for a purpose other than for the intended use of PTV SaaS in particular the attempted editing, transfer, resale or export of Data, are not permitted. Copyright notices and trademarks may not be edited or removed.

5.3.   PTV hereby grants the Customer a non-exclusive, time-limited, non-transferable, revocable right to use PTV SaaS during the Subscription Term.

   PTV grants the Customer the option to activate and manage authorized Users for the use of the PTV SaaS via the PTV Group user management. For this purpose, the Customer invites its authorized Users to register or to be activated by sending a PTV Group invitation email.

5.4.   The Customer shall comply with all applicable conditions, pertaining in particular to the contractually agreed use cases, the number of transactions and volumes, the number of Users, accesses or assets and territorial restrictions.

5.5.   The Customer shall comply with the technical requirements and other technical specifications as set out in the Service Description for PTV SaaS.

5.6.   To the extent that PTV provides services – e.g. paid support services – in addition to any rights of use to the Customer, the rights of use and the respective services are individual service obligations, each of which exist separately and independently of the other service obligations and can be defined separately ("distinct").

5.7.   The PTV SaaS shall be provided to the Customer in its respective standard version without any adaptation or service being necessary or owed.

6   Third-Party Licenses

6.1.   PTV SaaS includes the use of third-party geodata for which the following Third-Party Licenses as amended from time to time are applicable:

• PTV Licensing Terms for Geodata, available at

https://www.ptvgroup.com/en/legal-documents/licensing-terms-for-geodata?inline.

• When using maps from the Open Street Map Project ("OSM"), the Open Database License applies, available at

https://opendatacommons.org/licenses/odbl/1-0/.

6.2.   PTV makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such software under Third-Party Licenses.

7   Usage fee and payment terms

7.1.   For a Subscription, the Customer shall pay to PTV the contractually agreed usage fees. All prices are net prices excluding statutory VAT. The Customer shall bear all costs and fees generated by activated ID owners as Users of the Customer's product instances. Activated ID owners shall act in compliance with the instructions given by and in representation of the Customer.

7.2.   Usage fees for Subscriptions and subsequent Subscription extension periods must be paid in advance. Unless otherwise agreed, usage fees shall become due monthly on the first day of the respective Subscription Term for the current Subscription Term. Additional consumption-based fees are charged on a product-specific basis in accordance with the respective applicable conditions and shall become due after the respective Subscription Term. In the event of an extension of the Subscription, PTV may invoice consumption-based fees together with the usage fees for the respective current Subscription Term. PTV reserves the right to invoice usage fees for Subscriptions collectively.

7.3.   Usage fees are due immediately upon invoicing and are to be paid without deductions upon invoicing.

7.4.   Available payment methods are identified in the respective ordering process. PTV reserves the right to adjust available payment methods at any time. All credit card payments are subject to validation and approval by the card issuer.

7.5.   If payment for any amount due is not successfully settled by the Customer, due to expiration of a payment method, insufficient funds, or otherwise, PTV may deny the Customer use of the respective PTV SaaS until such payment due is successfully settled. The assertion of further rights shall remain unaffected. The Customer shall reimburse PTV in particular any costs of return debit notes and chargebacks.

7.6.   The Customer may only offset payments with claims that have been ascertained by final judgement or recognized in writing by PTV. The Customer shall only be entitled to exercise a right of retention if the counterclaim is based in the same contractual relationship.

7.7.   PTV shall be entitled to change the prices within the scope of its general pricing policy by means of a declaration in text form with effect from the next possible date of termination or expiry, subject to a notice period of three (3) months. Price adjustments shall not apply to periods for which the Customer has already made payments. The contract shall be deemed to have been amended accordingly.

7.8.   Invoices are issued in electronic form only. The Customer is obliged to provide PTV with two (2) valid e-mail addresses for invoice transmission. The Customer shall inform PTV immediately of any changes. If a payment within the scope of SEPA B2B Direct Debit Procedure or the SEPA Core Direct Debit Procedure has been agreed, the notification period shall be reduced to at least one (1) banking day.

7.9.   If the Customer is required by law to deduct or withhold taxes from any amount payable, the amount payable shall increase to the extent necessary for PTV to receive, after making all required deductions and withholdings, a payment equal to the amount which PTV would have received without such deductions or withholdings. PTV will support the Customer in order to achieve any withholding tax reduction under an applicable double taxation agreement.

8   Use of PTV SaaS

8.1.   The Customer shall use PTV SaaS in accordance with the product specific Service Description and the SLA applicable to paid PTV SaaS.

The Customer shall bear the sole responsibility and liability that its solution is functional for the use case, especially with regard to the integration of PTV SaaS into its own software or services or the upload/editing of own data. PTV does not warrant the successful functional integration of the PTV SaaS into the Customer's solution and the functionality of the Customer's solution.

8.2.   The Customer is only permitted to carry out load tests within the framework of a fully transaction-based tariff. Such load tests consume billing-relevant transactions, i.e., transactions which are to be paid for. For all other tariffs, load tests are excluded, e.g., tariffs based on Users, assets or similar, even if the tariffs are partially transaction-based.

8.3.   The Customer may only use PTV SaaS in compliance with the Terms of Service and the statutory provisions. In particular, the Customer shall not use PTV SaaS in connection with or for activities that are improper, unethical, infringing the personal rights of third parties or otherwise inappropriate.

8.4.   The Customer may not use any software or other technical devices that alter, expand or jeopardize the functioning of the PTV SaaS.

8.5.   Except as may be allowed by any applicable law, the Customer shall not

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, (re-) publish, disclose, download, display or translate all or any portion of PTV SaaS in any form or media or by any means; or

- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of PTV SaaS.

8.6.   In the performance of its obligations under these Terms of Service, the Customer undertakes to comply with all principles and requirements of PTV's Code of Conduct as amended from time to time, available at https://www.ptvgroup.com/en/code_of_conduct_en.pdf.

8.7.   The Customer shall ensure that activated Users comply with all obligations in connection with the use of PTV SaaS as if the Users themselves were bound by these Terms of Service. The Customer shall be responsible for fault of its activated Users as if it was its own. The Customer shall indemnify PTV against all damages incurred by PTV as a result of the User's conduct that constitutes a breach of contract.

8.8.   PTV SaaS are subject to certain technical limitations due to the way they are provided over the Internet, especially when posting requests and retrieving data. Within the framework of fair usage, access to PTV SaaS shall be available to all Users to the same extent. Unfair use means that individual Users make excessive use of PTV SaaS to the detriment of other Users. The User shall refrain from such unfair use. In order to ensure optimal performance for all Users and to prevent unfair use, PTV is entitled to take restrictive measures, e.g., by limiting the use of PTV SaaS. PTV is entitled to temporarily or permanently block PTV SaaS from the User if their unfair use seriously impairs the performance of PTV SaaS.

9   Rights to Input and Upload Data

9.1.   PTV is entitled to statistically analyze the data entered by the Customer into PTV SaaS which is not personal data **("Input Data")** to the extent necessary for the provision and improvement of PTV SaaS. Insofar as PTV uses input data for improvement purposes, this is done exclusively in aggregated and/or anonymised form; the customer's trade secrets are protected.

Input Data can also be raw data that the Customer enters into PTV SaaS and that PTV analyzes to improve PTV SaaS and evaluates for experimental purposes. Transport models are not Input Data.

9.2.   For this purpose, the Customer grants to PTV and to PTV's affiliated companies a worldwide, royalty-free, perpetual, sublicensable and non-exclusive right to publish such Input Data within the context of PTV SaaS, in particular to:

a) store this Input Data on a PTV server or with a third party commissioned by PTV for the purpose of providing PTV SaaS;

b) make the Input Data available to other Users with authorized access to that specific route via internet and/or an app;

c) process and duplicate the Input Data, provided that this is required for the operation of PTV SaaS;

d) use this Input Data in anonymized/ aggregated form for the provision of other services and applications.

9.3.   The Customer represents and warrants that it is entitled to grant PTV the aforementioned rights to the Input Data (in particular, that no intellectual property rights are infringed), that they do not contain any sensitive business data or trade secrets and shall indemnify PTV against all conflicting rights of third parties to the Input Data.

9.4.   For selected PTV SaaS, the Customer can actively upload data bases, in particular transport models, to PTV SaaS ("Upload Data") and can publicly share Upload Data. The Customer shall ensure that it is authorized to use the Upload Data as intended by them, i.e., in particular, uploading and publicly sharing the Upload Data including data input by the Customer or third parties. The Customer represents and warrants that it has obtained all authorizations and consents with regard to the Upload Data and shall indemnify PTV against all conflicting rights of third parties in connection with the Upload Data.

9.5   PTV ensures that customers have access at any time to the data generated or provided during use (input data, uploaded data) in a structured, commonly used and machine-readable format. Access is provided free of charge and without undue delay. Disclosure to third parties is permitted provided that this is compatible with the provisions of the Data Act. Trade secrets shall only be provided under appropriate technical and organisational protection measures in accordance with Section 8 of the Data Act.

10 Customer Inquiries

10.1.   PTV answers the Customer's and User's general questions about the functionality, use and operation of PTV SaaS **("Customer Inquiries")**. Customer Inquiries do not include answering specific questions about application development, technical connection to the Customer systems as well as technical support and any sort of error analysis and error correction.

10.2.   Customer Inquiries can be made by the Customer and the User via the Helpdesk Portal at https://support.ptvgroup.com or the Support App of PTV Group and are processed by the contracting PTV company responsible for the Customer.

11 SLA

11.1.   SLA support for errors of PTV SaaS

SLA support requests for errors of PTV SaaS can be made by the Customer via the Helpdesk Portal at https://support.ptvgroup.com or the Support App of PTV Group.

In cases of Error Classes 1 or 2, the Customer shall send its SLA support requests to the incident email address provided in the notification of the product activation.

SLA support requests may only be sent by the Customer not by Users.

11.2. Error classification

11.2.1. Upon observing an error of PTV SaaS, the Customer shall create a support request, containing

- a description of the error,

- evidence of the occurrence of the error, and

- the severity of the error in accordance with the error classes 1-4 set out in sec. 11.2.2.

11.2.2. Errors shall be classified according to their severity as follows:

• **Class 1:** Errors that have critical impact on the business operations of the Customer, in particular, major features are unavailable, severely disturbed or frequently interrupted. The Customer cannot carry out their daily work, is at risk of losing data or is under the threat of a total system failure. There is no way to work around the problem.

• **Class 2:** Errors that have a significant impact on the business operations of the Customer. PTV SaaS continues to perform but with important restrictions in performance or functionality.

• **Class 3:** Errors that have moderate impact on the business operations of the Customer. Performances or functions are temporarily or partially restricted, affecting slightly the Customer's daily work.

• **Class 4:** Errors without any impact for the Customer and of lowest priority, such as functional questions or routine messages.

PTV reserves the right to classify the errors based on priority and severity if the Customer does not classify the error.

PTV reserves the right to re-classify the error if it appears that the Customer's original classification was not reflecting its real severity or if subsequent corrections have been partly implemented and have caused a change in severity.

11.3. Response times

The response times for correctly reported errors of PTV SaaS by the Customer are determined depending on the severity of the error as follows:

Error category	Response time
1	Four (4) hours
2	Six (6) hours
3	One (1) week
4	More than one (1) week

The beginning of the response time corresponds to the time at which the ticket has been logged into the Helpdesk Portal or the receipt of the SLA support request to the incident email address.

The processing of an error starts with the acknowledgement of the ticket, continues with its analysis and concludes with the definition and implementation of a permanent solution or a workaround. The Customer is aware that software programs and solutions are prone to errors which cannot be resolved as rapidly or as completely as estimated. In other respects, sec. 13 applies.

11.4. Availability

The availability of PTV SaaS is determined on the basis of the following values which are calculated as a time percentage over a month, excluding the time slots reserved for Planned Maintenance:

- Gross availability in minutes: VB = number of calendar days per month * 24 hours * 60 minutes

- Maintenance in minutes: WG = Time for Planned Maintenance

- Net availability in minutes: VN = VB – WG

- Downtime in minutes: A

- **Actual availability in percentage: V = (VN – A) / VN**

The actual availability of the PTV SaaS is

V: 99.9%

PTV plans periodic proactive maintenance **("Planned Maintenance")** on the servers. In average, the interruption for a given PTV SaaS is likely to amount to one (1) hour per week per cartographic cluster. PTV SaaS interruptions superior to one (1) hour are usually notified seventy-two (72) hours in advance, barring emergencies which are handled immediately. The following definitions shall apply:

- The transfer point is the point of transition from the Internet to the servicing data processing centre **("Transfer Point")**.

- PTV SaaS are deemed available if the methods of the PTV SaaS interface or the application generate defined responses **("Responses")** to the defined requests **("Requests")** at the Transfer Point.

- Downtime is the time when a defined Request at the Transfer Point does not generate a Response.

11.5. Service credits

11.5.1 If PTV does not meet the indicated availability for the PTV SaaS including times for unavailability according to sec. 11.5.2, the Customer is eligible for a service credit for unavailability as described in this sec. 11.5.1.

The service credit specified in this Section 11.5.1 does not affect the customer's mandatory legal rights under the Data Act, in particular with regard to data access, data export and transfer; legal remedies arising from this remain unaffected. The service credit does not limit the customer's further legal remedies with regard to the unavailability of PTV SaaS. The liability provisions under Section 15 of these Terms of Service remain unaffected.

Service credits are calculated as a percentage of the total fees the Customer owes to PTV for services each month as follows:

Total available uptime per month

• **100% - 99,9%**: 0% service credit

• **99,89% - 99,0%**: 10% service credit

• **Less than 99,0%**: 20% service credit

In order for PTV to consider a claim, the Customer must submit to PTV within thirty (30) days following the end of the unavailability a full report with all necessary information, in particular a detailed description of the incident(s), information about time and duration of the incident, a network traceroute, affected URL(s) and a description of all of the Customer's attempts to resolve the incident at the time of occurrence. This report together with supporting evidence must be submitted within thirty (30) days following the end of the unavailability via email at ordermanagement@ptvgroup.com.

If PTV confirms that the uptime percentage in a month covered by the Customer's claim for a service credit is below 99,9%, PTV will issue the service credit to the Customer.

Service credits (i) can be applied to any future invoices issued by PTV to the Customer (including Subscription extensions, subsequent orders and overages), (ii) cannot be exchanged for, or converted to, monetary compensation, and (iii) will expire without substitution if not used within twelve (12) months of being issued.

The maximum service credit that PTV will issue for downtime in a month is 20% of the fees the Customer otherwise owes PTV for the month covered by the Customer's claim for a service credit.

PTV shall evaluate all information available to it with due consideration and conduct an analysis of the service data in connection with the incident to consider the validity and scope of the Customer's claim.

11.5.2. In determining unavailability, a period of unavailability is excluded from consideration for a   service credit if

• the unavailability is due to Planned Maintenance, provided the Planned Maintenance is notified to the Customer at least seventy-two (72) hours in advance;

• the unavailability is due to the use of services, software or hardware not provided by PTV, e.g. software or services of the Customer or a third party;

• the unavailability is due to acts or omissions of employees, agents, contractors or vendors of the Customer, or anyone gaining access to the Customer's PTV SaaS access via the accounts or devices of unauthorized users;

• the unavailability is due to factors outside PTV's reasonable control, including but not limited to events of force majeure;

• the Customer breaches the terms and conditions of the contract (including payment obligations to PTV).

12 Restrictions for trial period

12.1. If available for the respective PTV SaaS, the Customer may use a PTV SaaS free of charge and exclusively for testing purposes ("Trial Period"). Any commercial/operational use is excluded. PTV may, at its own discretion, terminate the Trial Period for the respective PTV SaaS at any time without stating reasons. The Customer may terminate the Trial Period at any time; if necessary by deleting its PTV Account if no paid Subscriptions are in force.

12.2. During the Trial Period, PTV may at any time at its own discretion restrict, revoke or terminate the Customer's use of a PTV SaaS. PTV reserves the right to further restrictions with regards to number, scope, content and duration.

12.3. PTV may at any time change the technical basis and environment of the PTV SaaS. In particular, PTV may change the cloud itself as well as its location. PTV reserves the right to adapt the corresponding documents to this change. The Customer may terminate the Trial Period at any time if it does not agree with such change.

12.4. PTV does not provide any warranty with regards to the functional characteristics and availability of the PTV SaaS during the Trial Period.

12.5 PTV does not provide any SLA support during the Trial Period.

12.6. PTV does not assume any liability whatsoever under or in connection with the use of the PTV SaaS during the Trial Period. This exclusion of liability applies particularly to accidental damage, consequential damage, lost profits or business interruptions, regardless of whether or not the possibility of such damage is pointed out to the injured Party. This exclusion of liability, however, shall not affect the mandatory statutory liability in accordance with sec. 276 para. 3, 278 sentence 2, 599 BGB (German Civil Code).

12.7 The obligations of the PTV under Chapter VI of the Data Act, i.e. the obligations relating to enabling and implementing transfers between data processing services, do not apply to test versions (see Section 31(2) of the Data Act).

13 Warranty

13.1. If PTV SaaS has a defect or deviates functionally from the Service Description, the Customer shall immediately inform PTV with an exact description of the problem in text form, including all information useful for resolving the error. PTV will rectify correctly reported defects within a reasonable time. If attempts to rectify the defects fail and this represents good cause for the Customer, the Customer is entitled to terminate the Subscription without adhering to a notice period. The Customer is not entitled to reduce the usage fees because of defects. The right of the Customer to a partial or total refund of the usage fees on the principles of unjust enrichment in case of defects, is not affected by this. PTV shall pay compensation for damages or reimbursement of futile expenditures within the limits of sec. 15.

13.2. The Customer is aware that applications with maps, geographical attributes, points of interest, toll information, emissions, speed limits, truck features, long postcodes and other content as well as traffic data and forecasts never provide a perfectly accurate and

complete picture of the actual circumstances, in particular because of the time delay between a change in the external environment and their inclusion in PTV SaaS. Such gap between the actual circumstances and its rendering, and the resulting lack of quality, do not constitute a defect of PTV SaaS.

13.3. If an alleged defect does not qualify for remediation by PTV ("Apparent Defect"), the Customer may be charged with the services rendered by PTV for verification and rectification of defects at PTV's corresponding remuneration rates and expenses incurred, unless the Customer could not have recognized the Apparent Defect even if it had exercised due care.

14 Claims for legal defects

14.   Claims for legal defects

14.1. The PTV SaaS are free from any third-party intellectual property rights which prevent or limit the contractual use of PTV SaaS. However, any claims for legal defects are always and exclusively limited to PTV SaaS in their stand-alone PTV standard version.

14.2. Claims for legal defects are excluded if the claims asserted by third parties are based on the Customer's use of PTV SaaS which exceeds the use of PTV SaaS expressly granted to the Customer under the contract.

14.3. If a claim for legal defects is raised against PTV, PTV shall be entitled to choose at its own discretion to

• obtain sufficient rights of use for the contractually agreed purpose from the third party holding the infringed intellectual property right; or

• modify or replace PTV SaaS – in particular to replace PTV SaaS with a new version or another PTV SaaS– in such a way that it no longer infringes the intellectual property rights of third parties, if and to the extent that the specified functionalities are not significantly impaired.

14.4. The Customer shall inform PTV without delay of any claims raised by third parties for infringement of intellectual property rights, leave to PTV all decisions regarding the essential measures of defense and not make any acknowledgement or conclude any settlement regarding the claims without PTV's consent. Claims against PTV for legal defects are excluded if the Customer violates the aforementioned obligations.

14.5. The prescription period for claims for legal defects shall be twelve (12) months, unless PTV has fraudulently concealed the defect.

15 Liability, compensation for damages

15.1. PTV shall only be liable in accordance with the following provisions in (a) to (e):

a)   PTV shall be liable without limitation for damage caused intentionally or through gross negligence by PTV, its legal representatives or executives, as well as for damage caused intentionally by other vicarious agents; for gross negligence on

the part of other vicarious agents, the liability shall be determined in accordance with the provisions for slight negligence listed below in (e).

b) PTV shall be liable without limitation for damage caused intentionally or negligently as a result of injury to life, limb or health by PTV, its legal representatives or vicarious agents.

c) PTV shall be liable for damages caused by the absence of assured features up to the amount which was covered by the purpose of the assurance and which was recognizable for PTV when the assurance was given.

d) PTV is liable for product liability damage in accordance with the provisions of the Product Liability Act (ProdHaftG).

e) PTV shall be liable for damages resulting from the breach of cardinal obligations by PTV, its legal representatives or vicarious agents; cardinal obligations are the essential obligations that form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfillment of which the Client relies on and may rely. If PTV has breached these cardinal duties through slight negligence, its liability is limited to compensation for the foreseeable, typically occurring damage.

15.2. PTV shall only be liable for the loss of data up to the amount which would have been incurred if the data had been properly and regularly backed up for the purpose of restoring them.

15.3. Any further liability on the part of PTV is excluded in principle.

15.4 All claims against PTV for damages or compensation for wasted expenses arising from contractual or statutory liability shall lapse after a period of one year, unless PTV has fraudulently concealed the defect. The start of the limitation period is determined in accordance with Section 199 para. 1 German Civil Code.

16 Transfer and assignment, subcontractors, set-off

16.1. PTV may transfer the contractual relationship existing with the Customer and individual Subscriptions to a third party, unless the change of the contractual partner adversely affects justified interests of the Customer.

16.2. PTV reserves the right to involve subcontractors for the provision of services.

16.3. The Customer shall not be entitled to exercise a right of set-off or retention with respect to its payment obligations pursuant to these Terms of Service, except for any claims which have not been contested by PTV or which have been assessed by a final and binding decision of a court or arbitrator.

17 Data privacy and security, Access by or transfer to third countries

17.1. PTV shall process the registration data and all other data that the Customer transmits to PTV in the course of the initialization and operation of PTV SaaS. Further processing of personal data (e.g., for the transmission of information through PTV Products) shall be carried out only if the Customer has agreed to such processing. Details of data processing are described in the data protection statement as amended from time to time, available at https://www.ptvgroup.com/en/legal-documents/data-privacy-statement and TOMS at https://www.ptvgroup.com/en/legal-documents/data-processing-agreement-annex.

17.2. If the Customer processes personal data while using PTV SaaS, the Customer alone shall be responsible for ensuring that each individual person concerned has agreed to his/her data being processed, or that there is statutory authorization to this effect. The Customer shall always remain the sole party responsible for such personal data. The Customer shall exempt PTV from all claims of the person concerned and shall compensate PTV for any damage caused to PTV arising out of a violation of data protection laws, unless the Customer can prove that it is not responsible for this violation.

17.3. The Parties shall enter into an agreement on order data processing according to Art. 28 GDPR in accordance with the respectively applicable template, available at https://www.ptvgroup.com/en/legal-documents/data-processing-agreement .

17.4 PTV will take appropriate measures to prevent state access and state transfer of non-personal data stored in the EU by third countries. It will also contest orders from courts or authorities in third countries. Foreign orders for data access or data disclosure will only be recognised if they are based on international law. Where permissible, PTV will notify the customer accordingly.

18 Switching and Interoperability

18.1 PTV is a provider of data processing services within the meaning of the Data Act.

18.2. During the term of the contract and for up to three months after the end of the contract, the customer is entitled to request a complete, structured and machine-readable copy of all data, metadata and configurations in order to enable a switch to another data processing service of the same type. PTV shall support the switch in accordance with Sections 23–26 of the Data Act, in particular by providing the necessary procedures, formats and interoperability interfaces. PTV shall cooperate in good faith to achieve functional equivalence. This may also be achieved by extracting individual services, insofar as this is technically feasible.

18.3. PTV shall cooperate in good faith with all parties involved, including the receiving provider, to ensure that the switch is carried out effectively.

18.4. Switching fees within the meaning of Section 29 of the Data Act shall not be charged from 12 January 2027. Until 12 January 2027, PTV may charge reduced switching fees,

which, however, shall not exceed PTV's own costs directly related to the switch in question.

18.5. If the customer wishes to switch, PTV shall provide the customer with a contract in accordance with Section 25 of the Data Act. The contract shall be made available to the customer in such a way that the customer can save and reproduce the contract before signing it.

18.6 In the event of premature termination of the subscription by the customer, the customer shall pay an Early Termination Fee in the amount of the remuneration that would have been incurred until the expiry of the originally agreed contract term, less any savings in expenses incurred by the provider. PTV is entitled to determine the amount of savings in expenses at its reasonable discretion. The customer reserves the right to prove that the savings in expenses are higher.

19 Compliance with transparency obligations under the Data Act

19.1 In accordance with Article 28 of the Data Act, PTV publishes information on its website about (i) the jurisdiction(s) of the ICT infrastructure used to provide the respective PTV SaaS, and (ii) technical, organisational and contractual measures to prevent unlawful government access to non-personal data stored in the EU, keeps this information up to date and makes it available to the customer here: https://www.ptvgroup.com/en/data_information?inline. The link to this information becomes part of the contract.

19.2. If PTV receives legal requests from authorities demanding access to such data, PTV shall review these requests, dispute their admissibility in case of doubt, and notify the customer in accordance with applicable law (see in particular Art. 32 Data Act).

20 Final provisions

20.1. PTV shall be entitled to have the Customer's conformity of the actual use of PTV SaaS delivered examined. The examination may only be carried out by an expert who is also bound to confidentiality vis-à-vis the Customer, who is not bound by the Customer's instructions and who may only disclose information to PTV if and to the extent that a licensing breach is detected and that such information is necessary for the enforcement of such licensing breach. In particular, the expert shall not be entitled to disclose any information at all if the licensing breach has been admitted and corresponding claims for damages have been satisfied. The Customer must be given at least two (2) weeks' notice of any such examination in text form.

20.2. The Subscription Term shall be extended by any period in which PTV is prevented, without itself being responsible, from providing PTV SaaS particularly, but not limited to, through labor disputes, acts of god or any other unusual and unforeseeable events (collectively "Force Majeure Event") as well as an appropriate period for restarting after

the end of the Force Majeure Event. If a Force Majeure Event lasts for more than three (3) months, each Party shall have the right to terminate the Subscription.

20.3.   The Parties are aware that PTV SaaS may be subject to export and import restrictions. In particular, obtaining an approval may be required, or the use of PTV SaaS or related technologies may be subject to restrictions abroad. The Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Fulfilment of the Subscription is subject to national and international regulations of export and import law or other statutory provisions.

20.4.   The provisions contained in these Terms of Service relating to rights and obligations under the Data Protection Act apply exclusively to customers within the European Union in which PTV offers data processing services and do not apply to customers outside the European Union.

20.5.   Should individual provisions of these Terms of Service be invalid, this shall not affect the validity of the remaining provisions. The Parties will endeavor to find a provision in place of the invalid provision which is legally and economically most appropriate to the objective of the contract.

20.6.   The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and private international law.

20.7.   Place of performance for all obligations arising out of the contractual relationship is the registered office of PTV.

20.8   Reference is made to the possibility of accessing a certified dispute resolution body in the event of disputes arising from the Data Act in accordance with Section 10(4) of the Data Act.