

Data Processing Agreement

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Data Processing Agreement

1. Definitions

- 1.1. **"PTV"** within the meaning of this agreement and thus the contracting party of the Customer is in each case the PTV sales company with which the Customer concludes its usage or redistribution contract regarding a PTV product or a contract for the provision of services, such as maintenance, support, training or consulting (hereinafter **"Services"**). The respective PTV sales company arises from the concluded main contract (hereinafter **"Main Contract"**).
- 1.2. **"Customer"** within the meaning of this agreement and thus the contracting party of PTV is the natural or legal person (company, corporation, etc.) which has concluded the Main Contract with PTV. Within the regulations of the Main Contract, the Customer has the option to make the Service available to further users, for example its employees or end customers, (hereinafter **"Users"**) and/or to enable them to have personal data processed via the Services of PTV. In these cases, the Customer shall assure to inform the users in a data protection compliant manner and to check and monitor the processing of personal data by the users, as well as to conclude any necessary data protection agreements with the Users.
- 1.3. **"Data"** within the meaning of this agreement are the data entered, provided and/or generated by the Customer or User when using the Services, as well as data made accessible in the case of support, insofar as these are personal data for PTV.
- 1.4. **"PTV Software"** refers to software programs and data provided with the software.
- 1.5. **"PTV Software-as-a-Service"** (hereinafter referred to as PTV SaaS) refers to cloud-based software and data provided by PTV to the customer as a service via the Internet. Apart from mandatory requested data (e. g. registration, access and log-in data), it is at the discretion of the Customer and the Users whether and which personal data are entered for the use of the Services and thus become the subject of data processing. If the Customer or the User, enters, for example, names, identifiers, addresses and/or contact information of its customers, employees, suppliers and service providers, such data will be processed by PTV in the course of data processing. This data processing can then, for example, allow conclusions to be drawn about travel routes, business or private relationships, personal characteristics, driving/working behaviour. We therefore recommend that you disclose as minimal information as possible when using the data entry options. In principle, the Services can also be used with data that is anonymous, anonymized and/or pseudonymized for PTV (e. g. navigation data, pure address data without names, employee identifiers). The purpose of the data processing results from the underlying Main Contract and consists in particular in the use of a product of PTV, for example for the creation of a route planning by the Customer or the User.
- 1.6. In the case of support, the purpose of data processing is to provide assistance by PTV in the event of technical problems. For this purpose, it may be necessary to remotely

access the system operated by the Customer or the User; such remote access by PTV shall only take place after agreement and at the express request. Thereby, there is the theoretical possibility of accessing all data that are in the system of the Customer or the User. PTV's support personnel are only instructed to take note of the data that is absolutely necessary to solve the support case. They are otherwise obligated to maintain confidentiality. The data made available to the support employee, as well as the data to which he could technically access, are the subject of this data processing agreement in the case of support.

2. Scope of Application

- 2.1. This agreement specifies the obligations of the contracting parties regarding data protection in connection with the use of the Services and related services, support and usage options. The agreement applies insofar as the Customer or the User uses Services and PTV processes personal data for the Customer (by itself or with the help of third parties), but only insofar as the Customer uses the Services in accordance with the concluded Main Contract and - if applicable - the relevant service description and technical documentation in accordance with the contract and the intended use.
- 2.2. The following privacy policies apply to the processing of personal data by PTV and the rights of data subjects:
 - 2.2.1. The [Data Privacy Statement for interested Parties and Costumers](#)¹ applies to PTV's general handling of personal data. The privacy statement for the United States of America and Canada is available [here](#)².
 - 2.2.2. The [Data Privacy Statement for Communication](#)³ applies to data processing that takes place in the context of communication between data subjects and PTV.
 - 2.2.3. The [Data Privacy Statement for Websites](#)⁴ applies to the processing of personal data and the use of PTV's publicly accessible websites.
 - 2.2.4. The [Data Privacy Statement PTV Software](#)⁵ applies to the processing of personal data when using PTV Software.
 - 2.2.5. The [Data Privacy Statement PTV Software-as-a-Service](#)⁶ applies to the processing of personal data in the context of using PTV SaaS. The privacy statement for the United States of America and Canada is available [here](#)⁷.

3. Obligations of PTV

- 3.1. Except in exceptional cases stipulated by law, PTV shall treat the data confidential and may only process the data within the scope of the contractual order and the

¹ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement>

² <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-us>

³ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-communication>

⁴ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-website>

⁵ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-ptv-software>

⁶ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-cloud-services>

⁷ <https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-cloud-services-us>

instructions of the Customer. Oral instructions shall be confirmed in writing immediately. PTV shall inform the Customer immediately if PTV believes that an instruction violates applicable laws or is not covered by the contractual scope of instructions. PTV may suspend implementation of the instruction until it has been confirmed or amended by the Customer.

- 3.2. PTV shall arrange its internal organization within its area of responsibility in such a way that it meets the special requirements of data protection and complies with the statutory provisions applicable to the processing of data covered by the contract. PTV shall take technical and organizational measures to adequately protect the Customer's data (in particular with regard to confidentiality and integrity as well as against loss, unauthorized access, disclosure and modification) and shall implement a procedure to regularly review the effectiveness of the [technical and organizational measures](#)⁸ to ensure the security of the processing. PTV shall document the measures accordingly and make this documentation available to the Customer upon request. The Customer shall be responsible for reviewing such measures and evaluating whether they provide an adequate level of protection given the nature, content and scope of the data and data processing the Customer intends to perform through the Services and the risks involved.
- 3.3. PTV warrants that the persons authorized by PTV to process the personal data have been appropriately trained with regard to compliance with the obligations under data protection law and have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality, which shall also continue to apply after the termination of their activities and after the termination of respective contract. Furthermore, PTV warrants that only those persons are granted access to the data if and to the extent that access is necessary for their intended activity.
- 3.4. PTV shall inform the Customer immediately if it becomes aware of any violations of the protection of the Customer's personal data and shall take measures to mitigate any possible adverse consequences immediately.
- 3.5. If a third party and/or data subject asserts information or other legal claims or rights with regard to the data processing that is the subject of the contract and has contacted PTV in this regard, PTV shall - to the extent permitted by law - notify the Customer of this immediately and - if the Customer as a user of the Services is not able to do this by himself - support the Customer in the fulfillment of information claims to the extent that this support is permitted by law and necessary.
- 3.6. PTV's contact persons for notifications and questions relating to data protection law arising in the course of the performance of the contract can be reached at data-protection@ptvgroup.com.
- 3.7. PTV will correct or delete the Customer's data if the Customer instructs it to do so, if this is covered by the contractual and/or statutory scope of instructions and if the correction/deletion does not conflict with any relevant statutory provisions. Upon termination of the underlying Main Contract, PTV shall delete the data or - at the Customer's option - release it to the Customer, whereby the desired release shall be

⁸ <https://www.ptvgroup.com/en/legal-documents/data-processing-agreement-annex>

communicated at latest at the time of termination and the additional expense for a release shall be reasonably reimbursed by the Customer. There is no contractual obligation to retain the data after termination.

4. Responsibilities of the Customer

- 4.1. In relation to PTV, the Customer is and remains the owner and responsible party for the data. The Customer is solely responsible for the lawfulness of the transfer of data to PTV, for the lawfulness of the data processing and the fulfillment of the rights of the data subjects. PTV shall support the customer in safeguarding the rights of data subjects to the extent possible and reasonable. The Customer shall - to the extent required by law - inform the data subjects about the data processing, obtain their consent and, if applicable, conclude any necessary data protection agreements with the users on its own responsibility.
- 4.2. The Customer shall inform PTV immediately and completely if he discovers errors or irregularities with regard to data protection provisions in the performance of the contract.
- 4.3. The Customer shall provide PTV with the contact information for notifications and questions relating to data protection law arising in the course of the performance of the contract to: data-protection@ptvgroup.com

5. Inspection Rights/Obligation to Provide Evidence

- 5.1. PTV shall provide the Customer with evidence of compliance with the obligations set forth in this agreement by appropriate means at the Customer's request. Should a data protection supervisory authority or any other sovereign supervisory authority of the Customer conduct an inspection, PTV undertakes to grant access and provide information to the extent required by law in each case.
- 5.2. Should the Customer deem an inspection necessary, PTV will grant access to a reasonable extent during normal business hours upon notification. PTV may make this dependent on a reasonable prior notice period and on the signing of a confidentiality agreement regarding the data of other customers. To the extent permitted by law, restrictions apply to the effect that PTV may object to an inspector selected by the Customer and deny the inspector access if the inspector is not an independent, external expert.

6. Use of Subprocessors

- 6.1. PTV may use subprocessors in the processing of the data, which are published at the time of the conclusion of this agreement at <https://www.ptvgroup.com/en/legal-documents/data-processing-agreement-annex> (in particular PTV Planung Transport Verkehr GmbH, Karlsruhe/Germany, insofar as this is not already the direct contractual partner of the Customer) in the sense of a prior general written authorisation of the

controller (Art. 28 (2) GDPR), as well as other subprocessors, if the Customer has expressly consented to this in advance or if PTV informs the Customer before they are used or replaced and the Customer does not object in accordance with this Clause 6.1. The notification shall be made at least 14 calendar days in advance directly to the Customer and by publication under Clause 6.1. Under this link the Customer will always find the current and the announced future subprocessors. The Customer may object to the change within a period of 14 calendar days (calculated from notification/publication), otherwise consent shall be deemed granted. The Customer's notification can be sent to the e-mail address last provided by the Customer to PTV with the effect of triggering the deadline, whereby the start of the deadline is always the day on which the notification is sent. In the event of an objection, PTV may change/restrict the Service for the Customer in such a way that the objected subprocessor does not process the Customer's data, insofar as the change/restriction is reasonable for the Customer. If this should not be possible for PTV within 30 calendar days upon receipt of the objection, the Customer may terminate the affected Service immediately, in which case PTV shall refund any amounts already paid for the otherwise remaining contract term on a pro rata basis as of the termination date. Further claims of the Customer are subject to the contractual/legal regulations and are excluded in any case unless the Customer asserts an important reason as defined by law for the objection.

- 6.2. PTV shall be liable for the actions and conduct of the subprocessors and shall carefully select them. PTV shall enter into agreements with the subprocessor to the extent required by law in order to transfer the data protection obligations under this agreement to the subprocessor and to ensure required data protection and information security measures and shall provide evidence of this to the Customer upon request.

7. Additional Provisions with Application of the GDPR

- 7.1. If the contractual data processing is subject to the General Data Protection Regulation (EU) (GDPR) (see Art. 2 and 3 GDPR), the provisions of this Section 7 shall also apply.
- 7.2. The Customer is the controller within the meaning of Art. 4 (1) (7) GDPR, and PTV is the processor within the meaning of Art. 4 No.8 GDPR.
- 7.3. The technical and organizational measures of PTV and all sub-processors involved shall meet the requirements of Art. 32 GDPR.
- 7.4. Within the scope of its possibilities, PTV shall support the Customer in the obligation to respond to requests for the exercise of the rights of the data subjects specified in Chapter III GDPR as well as in the compliance with the obligations specified in Art. 32 to 36 GDPR. To the extent permitted by law, PTV may claim reimbursement from the Customer for the processing expenses incurred in this connection in an appropriate amount.
- 7.5. If sub-processors in a third country are to be involved, PTV shall ensure that an appropriate level of data protection is guaranteed with respect to the respective sub-processor (e. g. by the existence of an adequacy decision pursuant to Art. 45 (1)

GDPR or by concluding an agreement on the basis of the EU standard contractual clauses) and prove this to the Customer upon request.

8. Final Provisions

- 8.1. The term of this agreement shall be determined by the underlying Main Contract.
- 8.2. To the extent permitted by law, provisions on limitation of liability under the Main Contract shall apply accordingly to this agreement. Otherwise, Art. 82 GDPR applies.
- 8.3. Amendments and supplements to this agreement shall be subject to a written agreement, which can also be in an electronic format (text form), and the express indication that it is an amendment or supplement to this agreement.
- 8.4. The law of the country as selected in the underlying Main Contract shall apply to this agreement, otherwise the law of the country in which PTV has its registered office, to the exclusion of all dispositive regulations of international private law.

Appendix

The technical and organizational measures as well as a list of subcontractors are available at <https://www.ptvgroup.com/en/legal-documents/data-processing-agreement-annex>.