End User License Agreement for

PTV Software

PTV Planung Transport Verkehr GmbH, Sitz der Gesellschaft / Registered Office: Karlsruhe, Geschäftsführung / Managment Board: Andrew W. Myers (Vors./CEO), Dr. Marco Di Matteo, Handelsregister (HRB Nr.) / Commercial Register (HRB No.): 743055, USt-ID-Nr. / VAT ID No.: DE 812 666 053, Registergericht / Court of Registration: Mannheim.

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Short title	End User License Agreement PTV Software
Version of the contract template	3.0.2 dated 2026-10-19

1 Contracting parties, scope

1.1 This End User License Agreement (“EULA”) is entered into between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Strasse 15, 76131 Karlsruhe, Germany, as licensor (“PTV”), and the relevant entity using the Licensed Material as end user (“Customer”). PTV and the Customer are referred to individually as a “Party” and jointly as the “Parties”. The Customer may obtain PTV Software and/or PTV Data directly from PTV, from another company of the PTV Group or from an independent reseller or distribution partner. PTV shall in all cases remain the licensor and a party to this EULA. Any other PTV Group company identified in the relevant Offer, Order Form or individual agreement as supplier or contracting party shall be a party solely to the relevant commercial supply, license or project agreement. It shall not thereby become the licensor and shall not be liable for PTV’s obligations under this EULA. Conversely, PTV shall not be liable for separate obligations of the supplying PTV Group company or an independent distributor under the relevant supply, license, project or distribution agreement. No joint and several liability shall arise unless expressly agreed. Independent resellers and distribution partners are not authorized to represent PTV, make declarations on behalf of PTV or amend this EULA without PTV’s prior approval in text form.

1.2 Where this EULA regulates the rights and obligations of the Parties with regard to PTV Software, these regulations equally apply to PTV Data.

1.3 This EULA covers the PTV Software delivered to the Customer in tangible (e.g. on a data carrier) or intangible (e.g. via download) form, whether protected by copyright or not, in any format (source code, object code etc.), as well as all related information, documentation and material such as handbooks, guidelines and technical documentation (collectively the “**Licensed Material**”). Any translation of the Licensed Material is part of the Licensed Material.

1.4 The Customer is responsible for the purchase or licensing of all additional equipment and software necessary to install and operate the Licensed Material as detailed by PTV, if applicable. Updated versions of the Licensed Material may require additional equipment and/or software, as well as updated versions of the equipment and software. Purchase or licensing of these items, if required, is solely the Customer’s responsibility.

1.5 All third-party providers and suppliers of PTV that are involved in the provision of services are included in the protection provided by these terms. The Customer or partner of PTV shall indemnify these third-party providers and suppliers against claims by third parties resulting from a breach of these terms.

1.6 “Commercial Agreement” means the agreement concerning the supply, provision or use of PTV Software or PTV Data between the Customer and PTV, another company of the PTV Group or an independent distributor.

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"Applicable PTV GTCs" means the General Terms and Conditions of the PTV Group expressly incorporated into the relevant Offer, Order Form or Commercial Agreement.

To the extent that Applicable PTV GTCs have been validly incorporated, they shall govern in particular:

a) prices, invoicing and payment;

b) delivery, performance dates, acceptance and cooperation obligations;

c) warranty, remedies for defects and other remedies;

d) liability and limitation periods;

e) governing law; and

f) alternative and judicial dispute resolution, including jurisdiction and arbitration.

This EULA shall primarily govern:

a) the scope, duration and restrictions of the License;

b) intellectual property rights;

c) copying, reverse engineering and decompilation;

d) the transfer of Licensed Material;

e) technical protection and licensing measures; and

f) license audits.

In the event of a conflict, the Applicable PTV GTCs shall prevail in respect of the commercial and legal matters identified above. This EULA shall prevail in respect of the scope and restrictions of the License and intellectual property rights.

Any general terms or other contractual terms of an independent distributor shall amend the rights and obligations between PTV and the Customer under this EULA only if PTV has expressly agreed to the relevant amendment in text form.

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2 Intellectual property rights, license

2.1 PTV and PTV's suppliers hold all right, title, interest and intellectual property rights in and to the Licensed Material (including but not limited to copyrights, trademarks, service marks, patents, trade secrets and ancillary rights).

2.2 PTV reserves the right to technically protect the Licensed Material against illegitimate copying, use or distribution with security devices such as dongles, passwords or similar.

2.3 Consulting permitted, third-party access not permitted

The Customer may only use the Licensed Material itself within its own company for internal business purposes. Internal business purposes include the use of the Licensed Material by the Customer's authorized users to provide consulting, planning or engineering services to the Customer's clients, provided that only the results of such use (e.g. reports, analyses, model files, outputs) are delivered to such clients. The Customer may not grant clients or other third parties access to, or use of, the Licensed Material or its functions, whether directly or indirectly. The Customer has to observe any contractual agreements regarding the use of the PTV Software (e.g. limitation of the number of users, installations etc.) and must secure such limitations by using adequate technical measures (the granting of rights to use the PTV Software to the Customer, hereinafter "**License**").

2.4 The License granted to the Customer may be granted for a limited period of time ("**Subscription**") or for an unlimited period of time ("**Perpetual License**").

2.4.1 Subscription

The Customer's **Subscription** is non-exclusive, limited in time, non-transferable, revocable and non-sublicensable. It may be used exclusively for Customer's internal business operations as an end user during the term of the agreement. PTV may provide new versions, updates or upgrades during the contract term to ensure functionality, security or compatibility.

2.4.2 Perpetual License

The Customer's **Perpetual License** is non-exclusive, perpetual, non-transferable except as set forth in sec. 5.1, irrevocable, non-sublicensable and may be used exclusively for Customer's internal business operations as an end user.

Upon purchasing the Perpetual License, the customer receives the permanent right to use the version of the software provided at the time the contract is concluded ("**Licensed Version**").

PTV is entitled to provide updates (e.g., maintenance, security, or feature updates) during the term of the contract or after the Licensed Version has been provided.

The installation of such updates is at the customer's discretion. PTV assumes no liability for the functionality, security, or compatibility of older versions with future system environments. The customer has no entitlement to the provision of future versions or new releases of the software unless these have been expressly agreed upon.

The usage rights granted to the Customer are limited to:

a) the version of the Licensed Material initially delivered to the Customer;

b) service packs to the Licensed Material delivered to the Customer in the course of the fulfillment of warranty obligations (if any); and

c) updates and updated versions of the Licensed Material provided they were delivered to the Customer under a maintenance agreement and the Customer paid maintenance fees owed pursuant to such maintenance agreement.

2.4.3 Updates for Subscriptions

The Customer shall install security updates and bug fixes unless they constitute a material change within the meaning of section 2.4.4. Installation of other updates is at the Customer's discretion. Maintenance and support services for the version previously in use continue unchanged for at least ninety (90) days from the release of a new version; otherwise the Maintenance and Support Terms apply.

2.4.4 Material changes for Subscriptions

a) A Material change exists in particular where

(1) the user interface is altered so that retraining is required;

(2) hardware or system requirements increase significantly;

(3) interfaces with other systems are no longer compatible;

(4) performance is reduced in key areas; or

(5) individual modules, components or functions or the software as a whole are discontinued or provided only as a separately licensed module or within another PTV product, including as a software-as-a-service or API offering ("Successor Product").

b) PTV makes material changes only for an objective reason, such as technical development, security or legal requirements, the unavailability of third-party components or a change to the product or licensing model. PTV shall give notice in text form at least three (3) months before the change takes effect; where the change is to take effect upon renewal, the notice must also be received before the deadline for ordinary termination. The notice describes the change, states the effective date and any Successor Product with its terms and fees, and draws attention to the right to object and the consequences of remaining silent.

c) If the Customer does not object within six (6) weeks of receiving the notice, the change is deemed agreed. If the Customer objects, it continues to use the previous version and scope of functions until the end of the current contract term, and PTV provides bug fixes and security updates for them. Alternatively, PTV may, within four (4) weeks of receiving the objection, terminate the Subscription with one (1) month's notice, but not earlier than the notified effective date. From the start of any renewal term, the then-current version applies.

d) The Successor Product replaces the discontinued elements at no additional charge when the change takes effect. Successor Products consisting of PTV Software are governed by this EULA. Software-as-a-service and API offerings are governed by the PTV Terms of Service specified in the notice and, where required, a data processing agreement, which the Customer accepts before first use. Additional fees for a Successor Product require a separate agreement.

e) If PTV terminates under paragraph (c), PTV refunds pro rata any fees paid in advance; section 3.4 applies. Where an agreed change removes contractually owed functions during the term without substantially equivalent replacement by the Successor Product, the fees are reduced appropriately.

2.4.5 Older Versions

Outside the cases in sections 2.4.3 and 2.4.4, the Customer has no right to use older versions, and PTV assumes no warranty for their functionality, security or compatibility with later system environments.

2.5 The Parties may agree on further restrictions regarding the duration, territory and scope of the License.

2.6 For the software part of the Licensed Material, the License is limited to the object code and shall not cover the source code. PTV shall not be under the obligation to provide the Customer with any source code.

2.7 Any use or exploitation of the Licensed Material not explicitly allowed in this EULA or pursuant to mandatory statutory law (e.g. altering, amending, lending, leasing, renting, distribution in tangible or intangible form, outsourcing, software as a service etc.) is subject to the prior written consent of PTV which PTV may give in its sole discretion.

2.8 Proprietary Software, Integration, White-Labeling

The Customer may not attempt to alter, translate or modify all or part of the Licensed Material and may not create derivative works from the Licensed Material. The Customer may not transfer, resell or distribute any Licensed Material. In particular, unless the Customer has entered into a separate distribution, partner or OEM agreement with PTV, the Customer may not:

a) integrate the Licensed Material or any of its functions into any software, platform, application or service that is made available to third parties for their use;

b) offer, advertise or market any software, platform or application that incorporates, accesses or controls the Licensed Material as its own product or as a product of a third party; or

c) represent to third parties that functions provided by the Licensed Material are its own software, or conceal PTV's authorship of such functions.

The Customer may not in any way, commercially or non-commercially, rent, lease or make available the Licensed Material on a public network unless there is a written agreement with PTV allowing the Customer to do so.

2.9 All use cases of the Licensed Material refer to the use in a closed user circle, i.e. no public and freely accessible applications (public online services) are permitted.

2.10 PTV Data, Customer Data and Results

a) PTV Data

"PTV Data" means all data and content supplied by PTV or its licensors as part of the Licensed Material, including map and geodata, network and demand models (e.g. PTV Model2Go) and reference data. The Customer may use PTV Data only within the PTV Software and for its internal business purposes pursuant to section 2.3. The Customer may not extract, export, copy or transfer PTV Data, in whole or in substantial part, into any third-party software, platform or service, unless PTV has expressly permitted this in text form or the applicable Third-Party License (section 7) allows it. Static outputs such as reports, maps or figures that contain PTV Data only to an insubstantial extent may be used and shared within the scope of section 2.3.

b) Customer Data and Results

The Customer may use data provided by it ("Customer Data") and results generated by it with the PTV Software ("Results"), including in combination with third-party applications. Lit. a) applies to any PTV Data contained in Customer Data or Results.

c) Third-party front-ends and services

The use of the PTV Software or its functions through interfaces, front-ends or other applications, and the use of the PTV Software or Results generated in an automated manner to provide software, platforms or services to third parties, are governed by sections 2.8, 2.11 and 2.12.

2.11 Automated and AI-assisted use

a) The Customer may operate the PTV Software through scripts, programming interfaces or AI-based tools, including AI assistants and agents (“Automation Tools”), provided that (1) each use is attributable to an authorized user and stays within the licensed number of users, installations and modules; (2) the interface used, in particular the COM interface, is included in the Customer’s License; and (3) the use serves solely the Customer’s internal business operations within the meaning of section 2.3.

b) The Customer may disclose non-public information on the Licensed Material, in particular documentation and interface information, to the provider of an Automation Tool only to the extent necessary to operate the PTV Software and only if that provider is bound not to use it for training its models or for any purpose other than providing its service to the Customer. Security Devices (section 5.2) may not be disclosed. The transmission of the Customer’s own data is at the Customer’s responsibility; section 12 applies.

c) The Customer may not use the Licensed Material, its interfaces or object model to train, fine-tune or otherwise improve any machine-learning or AI model, nor use the Licensed Material or its results to replicate functions of the PTV Software or to develop or provide a competing product.

d) Automation Tools are not part of the Licensed Material. PTV provides no warranty, maintenance or support for them; impairments caused by them are not Defects of the PTV Software.

e) Mandatory statutory rights of the Customer remain unaffected.

2.12 Indirect use and front-ends

a) Any natural person who accesses or uses functions of the PTV Software directly or indirectly, including through an interface, script, front-end, portal, Automation Tool or other application (“Indirect Use”), counts as a user and requires a corresponding License. Persons who merely receive static results generated by authorized users are not users within this meaning.

b) Hardware or software that pools, multiplexes or redirects access to the PTV Software does not reduce the number of Licenses required.

c) The Customer may not make front-ends, portals or other applications that access or control the PTV Software available to third parties, unless each such third party holds its own License covering this use or PTV has agreed otherwise in a separate partner or OEM agreement.

d) Programs developed by the Customer that access the PTV Software solely via its documented interfaces and contain no part of the

Licensed Material are not derivative works within the meaning of section 2.8.

2.13 Service providers and affiliates

a) The Customer may have the Licensed Material operated by employees of third-party service providers (e.g. external consultants or contractors) exclusively on the Customer's behalf and for the Customer's internal business purposes, provided that (1) such persons count towards the licensed number of users, (2) they are bound to comply with this EULA, and (3) the Licensed Material remains under the Customer's control. Outsourcing the operation of the PTV Software (section 2.7) remains subject to PTV's prior consent. The Customer is liable for such persons as for its own employees. Service providers acquire no rights of their own to use the Licensed Material, in particular not for their own purposes or for other clients.

b) Affiliated companies of the Customer are third parties within the meaning of this EULA. They may use the Licensed Material only if they are named as licensees in the Contract or hold their own License.

3 Commencement and withdrawal of rights

3.1 The granting of rights of use to the Licensed Material is subject to full payment of the license fees. Until full payment of the license fees, PTV grants a right to use in accordance with the provisions of the contract which is revocable at any time and granted for a maximum period of thirty (30) days.

Due to an automatic program lock, the PTV Software can no longer be used if full payment of the license fees has not been affected

- within thirty (30) days of invoicing; or
- at the beginning of the new Subscription Period.

Upon full payment of the license fees, license information will be updated and the PTV Software will be activated by means of the respective licensing technology. If payment of the license fee is late and the license is temporarily suspended as a result, this will not result in an extension of the contractually agreed subscription term. The Customer is not entitled to compensation or an extension for the period of use lost due to the program suspension. The license expires at the end of the originally agreed term in accordance with Section 3.2.

For accounting and control purposes, the PTV Software may be equipped with licensing technology. At regular intervals, the applicable license information is retrieved automatically or with Customer’s cooperation from back-end systems of PTV and its contractors and is stored in the software.

The license information retrieved includes, inter alia, data of licensed program versions, software maintenance and update options, functionality and size, licensed number of users, license type and License Period of the PTV Software.

For any changes and renewals, the license information is updated, if necessary, via automatic processes. In certain cases, Customer may be required to cooperate for replacing licensing containers.

If the Customer reports that licenses are no longer usable (e.g., due to loss, damage, or a change in the licensing container), PTV may irrevocably deactivate them. In this case, the Customer may request a new licensing container upon payment of a fee. The amount of the fee is determined by the PTV price list in effect at the time of the request and will be communicated to the Customer prior to ordering.

The licensing technology may require an online access, i.e. that the PTV Software can only be used if online access is available and the license data is successfully matched via Internet. This automatic matching via Internet may be subject to certain restrictions in terms of availability, so that only an availability of 99,9% can be guaranteed for the automated matching of the license information. In the event of non-availability, the Customer shall contact PTV’s first-level support for maintenance of the PTV Software.

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3.2 Subscriptions expire automatically at the end of the contractually agreed Subscription Period without the need for termination. A renewal takes place only where expressly agreed in the commercial agreement. The term, renewal and ordinary termination are governed by the commercial contract and the incorporated terms and conditions.

3.3 PTV may withdraw the License for good cause. Such good cause shall be given particularly, but not limited to, if the Customer severely infringes this EULA.

3.4 The Customer's right to use the Licensed Material expires upon expiration or withdrawal of the License. Customer must return to PTV all data carriers, dongles and other devices received from PTV, uninstall the PTV Software including any backup copies thereof, destroy or irreversibly delete the Licensed Material and confirm in writing to PTV that such return, destruction or deletion was completed successfully.

4 Copies, reverse engineering

4.1 The Customer may make a copy of the software part of the Licensed Material for its own security back-up purposes, only as stated in the applicable provisions of mandatory copyright law. Any back-up copy must be stored safely and must be labeled with a correct copyright note. Copyright notes may not be removed, altered or inhibited. Documents may only be copied for the Customer's internal purposes.

4.2 To the extent that mandatory copyright law grants the Customer the right to decompile, disassemble or reverse engineer software in order to receive information necessary for the development of independent compatible computer programs ("**Decompilation**"), the Customer is obliged to request PTV to provide it with the necessary information before such Decompilation. Decompilation is only allowed if PTV did not provide such information within two (2) weeks of the Customer's request. Any information received by the Customer in this context is subject to strict confidentiality and may not be disclosed to any third party.

5 Transfer of Licensed Material

5.1 The Customer may transfer the Licensed Material lawfully acquired from PTV or a third-party distributor to a third party only with PTV's prior written consent. Such consent shall not be required if and to the extent that mandatory statutory law applicable to the transfer grants the Customer a right to transfer the Licensed Material; this applies in particular to the principle of exhaustion where the respective copy was first placed on the market within the European Union or the European Economic Area with PTV's consent. Any transfer of a Perpetual License – whether based on PTV's consent or on mandatory statutory law – is subject to the following conditions:

a) If the Licensed Material was delivered to the Customer on an original data carrier, the Customer may only transfer the Licensed Material on the original data carrier. If the Licensed Material was delivered to the Customer via online download, the Customer may produce and transfer a copy of the files originally downloaded.

b) Upon such transfer, the Customer must irreversibly delete any of its copies of the Licensed Material that has been transferred, whether stored on data media or computers.

c) The Customer may only transfer the whole license and installation of the Licensed Material. It may not transfer parts of such License such as particular usage rights for a contractually agreed number of users, transactions, items etc. If the Licensed Material is installed on a server computer and run on a designated number of client computers (client-server application), the Customer may particularly not transfer usage rights for a number of client computers without disposing of the server installation as such.

d) Dongles may only be sold or imparted along with the associated Licensed Material.

e) Any transfer must be of permanent nature, i.e. without any option or claim of the Customer to get the Licensed Material back after a fixed or variable period of time.

f) The third party to whom the Licensed Material is transferred by the Customer ("Purchaser") commits itself in writing vis-à-vis PTV to observe the terms of this EULA.

g) The Customer must inform PTV in writing in advance on the transfer and provide PTV with the details of the Purchaser.

A transfer of Subscriptions is excluded; the right to transfer under this Section 5.1 applies exclusively to perpetual Licenses.

Where the transfer is based on mandatory statutory law, the conditions set out in lit. f) and g) constitute cooperation and information obligations of the Customer only and shall not affect the validity of the transfer.

5.2 The Customer may not disclose, transfer, dispose of, resell or distribute any personal security information or security items related to the Licensed Material (collectively "Security Devices") such as passwords, user accounts, security tags etc., unless such Security Devices are necessary to properly operate the Licensed Material.

5.3 The Customer must store and secure the Licensed Material with due diligence so that any illegitimate access of third parties is excluded. The Customer must inform and instruct its employees respectively. The Customer must ensure that only authorized employees have access to the Licensed Material.

6 Trial License and Academic License

6.1 PTV may provide the Customer with a version of the Licensed Material for testing purposes ("**Trial License**"). Any rights to use such Trial License shall end, at the latest, ninety (90) days after its installation, unless otherwise agreed. Any commercial use of the Trial License is excluded. In particular, Trial Licenses may not be used for the following purposes:

- Use of Trial Licenses to bridge project implementation work;
- Operational or semi-operational use in a time-limited test or evaluation project.

6.2 PTV may provide specific users such as students or academic institutions with specific versions of the Licensed Material for research, teaching or training purposes ("**Academic License**"). Any commercial use of the Academic License is excluded.

6.3 PTV may collect usage data to verify and monitor compliance with clauses 6.1 and 6.2. Any such collection shall be carried out in accordance with clause 12 and the applicable product-specific Data Privacy Statement.

6.4 Notwithstanding the provision in sec. 5, the Customer may not transfer a Trial License or an Academic License to a third party.

7 Third-Party Licenses

7.1 The PTV Software includes the use of third-party components and geodata for which the following Third-Party Licenses, which prevail over this EULA, as amended from time to time are applicable:

7.1.1 Third-party components, available at https://www.ptvgroup.com/en/third-party-components-ptv-vision.

7.1.2 Geodata

- PTV Geodata Licensing Terms, 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/.

7.2 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.

8 Warranty, rectification of defects

To the extent that the Applicable PTV GTCs contain provisions concerning warranty, rectification of defects, acceptance or other remedies, those provisions shall also apply to PTV Software and PTV Data and shall prevail over the following provisions of this section 8.

The following provisions shall apply on a supplementary basis and, in particular, where no Applicable PTV GTCs have been incorporated.

8.1 Perpetual License

8.1.1 The Customer shall inspect the Licensed Material promptly and thoroughly upon delivery and shall promptly report any Defects in writing. A defect may only be claimed if the Licensed Material deviates from the contractually agreed quality or if the Licensed Material is not suitable for the use intended under the contract ("**Defect**"). Any Defect shall be concretely described to the extent that is reasonable ("**Error Report**"). The Error Report shall include the following information:

- Detailed description of the error;
- Error message as shown, if any;
- Screenshot of error state;
- Steps for reproduction of error state, if available;
- Application logs, if available;
- System environment data (including O/S version, browser used, application server, database, etc.).

Upon request by PTV, the Customer shall provide additional information for the error analysis.

8.1.2 Error Reports shall be communicated to PTV promptly. Delayed reporting shall relieve PTV from any warranty obligations for the respective Defect.

8.1.3 PTV shall rectify Defects at its choice through subsequent improvements or through delivery of a replacement within a reasonable period of time if and insofar as the selected form of rectification of the Defect is acceptable to the Customer. Such rectification may also include the implementation of a workaround solution.

8.1.4 If PTV does not successfully rectify Defects within a reasonable period of time, the Customer shall grant two (2) reasonable extensions of at least two (2) weeks ("**Extension**") to PTV in order to successfully rectify the Defects.

8.1.5 If PTV does not successfully rectify Defects during the Extension, the Customer may at its choice reduce the contractually agreed license fees or cancel this EULA, except where the Defect is only of insignificant nature.

8.1.6 Claims for damages and reimbursement of wasted expenditure shall arise solely in accordance with section 10 and, where applicable, the prevailing liability provisions of the Applicable PTV GTCs. The Customer shall not be entitled to rectify Defects itself or have them rectified by a third party and subsequently claim reimbursement of the costs incurred.

8.1.7 Claims concerning Defects in quality and Defects in title shall become statute barred twelve (12) months after (i) delivery of the Licensed Material if the Licensed Material is provided on a data carrier; or (ii) activation of the access data to the Licensed Material if the Licensed Material is provided by download from the Internet; or (iii) acceptance if the Licensed Material is subject to acceptance which shall not be unreasonably delayed.

8.2 Subscription

8.2.1 The Customer is obliged to inform PTV immediately of any Defect as defined under sec. 8.1.1 in the Licensed Material with an exact description of the Defect in writing, in consideration of the requirements as set out under sec. 8.1.1.

8.2.2 Maintenance and warranty are always and exclusively limited to:

- The upkeep of the contractually agreed usability of the Licensed Material;
- The duration of the Subscription; and
- As furthermore detailed in the Maintenance and Support Terms.

8.2.3 PTV will rectify properly reported Defects in the Licensed Material in a timely manner.

8.2.4 PTV excludes any liability for initial Defects of the Licensed Material.

8.3 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 actual circumstances and its rendering, and the resulting lack of quality, does not constitute a Defect of the PTV Software.

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9 Intellectual property rights (“IPR”) infringements

9.1 Claims and defense against alleged IPR infringement

9.1.1 If a third party claims the infringement of IPR against the Customer in respect of the use of the Licensed Material for reasons attributable to PTV, the Customer shall notify PTV promptly in writing and shall leave the defense of such claims to PTV insofar as possible.

9.1.2 The Customer shall provide all reasonable assistance to PTV in the defense.

9.1.3 The Customer shall not be entitled to conclude a settlement with claimants, nor to acknowledge their claims, without PTV’s prior written approval.

9.2 Rectification

9.2.1 Insofar as IPR of third parties have been infringed by the Licensed Material for reasons attributable to PTV, PTV may choose to rectify the situation in such a way that the Licensed Material can continue to be used to the full extent by the Customer. In this respect, PTV has the following options:

a) PTV may obtain a license sufficient for the purposes of this EULA from the third party that holds the infringed IPR, in favor of the Customer; or

b) PTV may update, modify or replace the Licensed Material that infringes IPR such that the modifications have no impact on the functionality of the Licensed Material, or an impact that is acceptable to the Customer.

9.2.2 The Customer may require a different form of rectification if the impact on the functionality of the Licensed Material is reasonably considered significant.

10 Liability, compensation for damages

To the extent that Applicable PTV GTCs have been validly incorporated, their limitations and exclusions of liability and their provisions concerning limitation periods shall apply to all claims arising out of or in connection with this EULA. They shall prevail over the following provisions of this section 10.

The following provisions shall apply on a supplementary basis and, in particular, where no Applicable PTV GTCs have been incorporated.

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

a) PTV shall be liable without limitation for damages caused by intent or gross negligence by PTV, its legal representatives or executives as well as for damages caused by intent by other vicarious agents; for gross negligence of other vicarious agents, liability shall be determined in accordance with the provisions for slight negligence listed below in (e).

b) PTV shall be liable without limitation for damages caused by intent or negligence resulting from injury to life, body 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 shall be liable for damages resulting from product liability according to the provisions of the German Product Liability Act.

e) PTV shall be liable for damages resulting from the violation of material obligations by PTV, its legal representatives or vicarious agents; material obligations are the essential obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfilment of which the Customer may rely. If PTV has violated these material obligations through slight negligence, its liability shall be limited to the amount which was foreseeable for PTV at the time of the respective performance.

10.2 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.

10.3 Any further liability on the part of PTV is excluded.

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11 Audit

Upon PTV's request in text form, the Customer shall, within ten (10) business days, provide information on the number of users, installations, interfaces, front-ends and Automation Tools used with the PTV Software, and on any access by third parties, including service providers and affiliated companies. PTV shall be entitled to have the Customer's conformity of the actual use of the PTV Software 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' written notice of any such examination. If the information or examination reveals use exceeding the License, the Customer shall pay license fees for such excess use at PTV's then-current list prices from the start of such use. If the excess exceeds five percent (5 %), the Customer shall also bear the reasonable costs of the examination.

12 Data security and protection

12.1 PTV and the Customer shall comply with all data protection laws applicable to them and to the relevant processing. This shall include the General Data Protection Regulation (EU) 2016/679 ("GDPR") where the GDPR applies to the relevant processing.

12.2 To the extent that personal data are processed in connection with PTV Software, PTV Data or the performance of the Contract:

a) the applicable product-specific PTV Data Privacy Statement shall apply; and

b) where required, the Parties shall enter into an appropriate data processing agreement.

Where the GDPR applies and PTV processes personal data on behalf of the Customer, the Parties shall enter into a data processing agreement in accordance with Article 28 GDPR.

Where other mandatory data protection laws apply, the Parties shall enter into any additional agreements required under those laws.

13 Export control regulations, Compliance

The Customer shall comply with all export-control, import-control, sanctions and embargo laws applicable to the Customer, PTV Software, PTV Data, the Licensed Material, their use, end users, destinations and onward supply.

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This shall include, where applicable, the laws and regulations of the European Union, Germany, the United States of America and any country in which the Licensed Material is supplied, accessed, used, imported, exported or re-exported.

The Customer shall not, directly or indirectly:

a) export, re-export, transfer or make the Licensed Material available in breach of applicable export-control or sanctions laws;

b) make the Licensed Material available to a sanctioned or restricted person or entity;

c) use the Licensed Material for a prohibited end use; or

d) use the Licensed Material to circumvent any applicable restriction.

Upon PTV's reasonable request, the Customer shall provide information concerning the relevant end user, destination and intended use.

PTV's performance shall be subject to all required authorizations being available and to performance not being prohibited or restricted by applicable export-control, sanctions or other laws.

PTV may suspend or refuse the provision or use of the Licensed Material to the extent reasonably necessary to comply with applicable law. PTV shall not be liable for any resulting delay or failure to perform unless PTV is responsible for the relevant impediment.

A material breach of this clause 13 shall entitle PTV to withdraw the License and terminate the affected contractual relationship for cause.

The Customer shall indemnify PTV against claims, costs and loss resulting from a breach of this clause 13 for which the Customer is responsible, to the extent that such indemnification is permitted by applicable law.

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14 Changes to this EULA

14.1 A Perpetual License shall generally remain subject to the version of this EULA validly incorporated when the relevant License was granted.

Amendments shall apply to an existing Perpetual License only if:

a) expressly agreed between PTV and the Customer;

b) required by mandatory legal or regulatory requirements; or

c) necessarily resulting from prevailing Third-Party License terms.

14.2 In the case of a Subscription, PTV may amend this EULA with prospective effect where there is an objective reason for doing so, including:

a) changes in legal or regulatory requirements;

b) security requirements;

c) technical developments;

d) changes to the licensing or business model; or

e) changes to the terms of third-party providers.

The amendments shall not unreasonably disadvantage the Customer or materially alter the agreed relationship between performance and consideration to the Customer’s detriment.

14.3 PTV shall notify the Customer of the amendments in text form at least six (6) weeks before their intended effective date. Unless the Customer objects within six (6) weeks after receipt of the notice, the amendments shall be deemed accepted.

In the amendment notice, PTV shall expressly inform the Customer of its right to object, the applicable objection period and the consequences of failing to object.

14.4 If the Customer objects to a change pursuant to Section 14.3 within the prescribed time PTV is entitled to terminate the contractual relationship with the Customer, as well as individual subscriptions, with one month’s notice, effective at the end of the current contract term.

The previously applicable terms shall continue to apply until any termination takes effect.

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14.5 Amendments to Third-Party Licence terms shall primarily be governed by the relevant Third-Party Licence terms; PTV may adapt the affected services accordingly. Where an amendment is required by mandatory legal or regulatory requirements, for security reasons or by changed third-party terms without whose implementation PTV cannot lawfully or securely continue to perform, PTV may, following an objection and notwithstanding section 14.4, terminate the affected Subscription early with one (1) month's notice. In that case PTV shall refund pro rata any fees paid in advance for the period after termination takes effect.

15 Final provisions

15.1 Periods of delivery shall be extended by the period in which PTV is prevented, without itself being responsible, from providing the contractually agreed services, particularly, but not limited to, 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 disturbance. If a Force Majeure Event lasts for more than three (3) months, each Party shall have the right to terminate the contractual agreement.

15.2 Amendments and supplements to this EULA and all notices, consents, objections and terminations under this EULA shall be made in text form unless mandatory law requires a stricter form. Where this EULA refers to written form or a written declaration, text form is sufficient.

"Text form" means a readable declaration made on a durable medium that identifies the person making the declaration. It includes e-mail and electronic-signature platforms.

Individual agreements entered into by authorised representatives of the Parties shall remain unaffected.

15.3 Should any provision of this EULA be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a valid one which closely approximates the commercial purpose of the invalid provision. The same shall apply in the case of any unintended omission.

15.4 To the extent that Applicable PTV GTCs have been validly incorporated, the governing-law provision contained in those GTCs shall also apply to this EULA and to any contractual or non-contractual obligations arising out of or in connection with it.

Where the Applicable PTV GTCs provide for the supplementary application or consideration of the UNIDROIT Principles of International Commercial Contracts 2016, the same shall apply to this EULA.

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Where no Applicable PTV GTCs have been incorporated, this EULA shall be governed by the substantive laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

15.5 To the extent that Applicable PTV GTCs have been validly incorporated, their provisions concerning alternative dispute resolution, jurisdiction, arbitration, payment claims, payment order proceedings and interim measures shall apply to all disputes arising out of or in connection with this EULA or its validity.

Those provisions are expressly incorporated into this EULA.

Where no Applicable PTV GTCs have been incorporated, the courts of Karlsruhe, Germany, shall have exclusive jurisdiction over all disputes arising out of or in connection with this EULA, to the extent permitted by applicable law.

An independent reseller or distribution partner shall not be authorized to agree on any different dispute-resolution provision on behalf of PTV.

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