Terms for registration and use of a PTV Group ID

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1 General Provisions

1.1. These Terms apply to the registration and use of a PTV Group ID. The contractual relationship concerning the PTV Group ID is entered into between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Strasse 15, 76131 Karlsruhe, Germany ("PTV"), and the registered holder of the PTV Group ID ("ID Holder").

The contractual relationship concerning the PTV Group ID is legally separate from any agreement concerning a PTV product, PTV Software-as-a-Service or any other service.

The contracting party under such product or service agreement shall be exclusively the company of the PTV Group identified in the relevant Offer, Order Form or other agreement.

Registration or use of a PTV Group ID shall neither change the parties to any product or service agreement nor create joint and several liability between companies of the PTV Group.

1.2. PTV may amend these Terms with prospective effect where there is an objectively justified reason for doing so, including:

a) changes in legal or regulatory requirements;

b) security requirements;

c) technical developments; or

d) changes to the functions provided through the PTV Group ID.

PTV shall notify the ID Holder of the amendments in text form at least six (6) weeks before their intended effective date.

Unless the ID Holder 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 ID Holder of the right to object, the applicable objection period and the consequences of failing to object.

If the ID Holder objects within the applicable period, PTV may, at its option:

a) continue the contractual relationship under the previously applicable terms; or

b) terminate the contractual relationship by giving one (1) month's notice.

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

1.3. The PTV Group ID is intended exclusively for companies and other persons acting for purposes relating to their trade, business or profession.

A natural person may register and use a PTV Group ID only:

a) for their own trade, business or professional activities; or

b) as an employee or authorised representative of a company or other organisation.

Use for private or consumer purposes is excluded.

PTV may verify the business or professional purpose and the authority of the ID Holder and may request appropriate evidence.

1.4. To the extent that section 312i (1), sentence 1, numbers 1 to 3 and sentence 2 of the German Civil Code applies to the contractual relationship and may legally be excluded, PTV and the ID Holder agree that those provisions shall not apply.

1.5. Not all contractual documents can be provided in the respective national languages. The ID Holder agrees to contractual documents in English language.

2 Registration and contract conclusion

2.1. Access to or use of certain offers and services may require prior registration of a PTV Group ID.

The ID Holder is the natural person in whose name the PTV Group ID is registered. The ID Holder shall use the PTV Group ID either:

a) for their own business or professional activities; or

b) as an employee or authorised representative of a company or other organisation.

The PTV Group ID is personal to the ID Holder and may not be shared with or transferred to another person.

2.2. Upon completion of the registration process, a contract concerning the registration and use of the PTV Group ID is entered into between PTV and the ID Holder.

Registration shall not itself create an agreement concerning a PTV product, a Subscription or any other paid service.

Any such agreement shall be entered into exclusively in accordance with the applicable offer, ordering or activation process.

2.3. Upon registration, PTV will send the ID Holder an email for verification. In the course of registration, the ID Holder creates a PTV Group ID with a username and password. With the PTV Group ID, the ID Holder can in particular

- view the services offered by PTV on ptvgroup.com;
- be activated as a user for a product instance of a PTV Software-as-a-Service (PTV SaaS) on an existing PTV Customer’s request; and
- register for events.

2.4. The registration data that PTV requests at the point of registration must be entered correctly and in full and must be kept up to date.

2.5. If PTV has reasonable grounds to believe that a third party makes unauthorized use of the ID Holder’s access, PTV shall be entitled to block the PTV Group ID until access by the unauthorized third party is prevented.

2.6. Where there are specific indications that the ID Holder has breached these Terms, PTV may temporarily restrict access to individual functions or areas or suspend the PTV Group ID.

PTV shall inform the ID Holder of the restriction or suspension and allow a reasonable period to remedy the breach.

Prior notice or a remedy period shall not be required where immediate restriction or suspension is reasonably necessary to:

a) prevent unauthorised access;

b) protect the security of systems or data;

c) comply with legal or regulatory requirements; or

d) prevent a serious or repeated breach.

Permanent deletion of the PTV Group ID shall take place only in accordance with clauses 2.7 and 2.8.

2.7. The ID Holder may request deletion of the PTV Group ID, provided that the PTV Group ID is not required for the performance of an existing product or service agreement or for compliance with legal obligations.

PTV may delete a PTV Group ID that has been inactive for an extended period after giving prior notice and allowing a reasonable period for the ID Holder to reactivate it.

A PTV Group ID shall not be considered inactive while it is assigned to an active product, Subscription, support or other service agreement.

Deletion of the PTV Group ID shall not automatically terminate any existing product, Subscription or other service agreement.

Where the PTV Group ID is required for the performance of an ongoing agreement, it shall not be deleted until:

a) another authorised User or administrator has been designated;

b) another appropriate access solution has been established; or

c) the relevant agreement has ended.

Following deletion, access to content associated with the PTV Group ID shall no longer be possible unless the applicable product or service agreement provides otherwise.

2.8. Both the ID Holder and PTV may terminate the contractual relationship concerning the PTV Group ID at any time without giving reasons by giving one (1) month’s notice in text form.

Termination of the contractual relationship concerning the PTV Group ID shall not automatically terminate any existing product, Subscription, support or other service agreement.

Where the PTV Group ID is required for the performance of an ongoing agreement, deletion shall not take effect until:

a) another authorised User or administrator has been designated;

b) another appropriate access solution has been established; or

c) the relevant agreement has ended.

The right of either Party to terminate for cause shall remain unaffected.

3 Use of the PTV Group ID and PTV services

3.1. The ID Holder may only use the PTV Group ID and the PTV services in compliance with these Terms and the statutory provisions. In particular, the ID Holder shall not use the PTV services in connection with or for activities that are improper, unethical, infringing the personal rights of third parties or otherwise inappropriate.

3.2. Where the ID Holder is authorised by a customer organisation to use a PTV product or product instance, the ID Holder shall comply with the contractual terms applicable to that customer organisation and the relevant PTV product.

Such contractual terms may include the terms, service descriptions, licence conditions, service-level provisions and Third-Party Licence terms identified in the relevant Offer, Order Form, activation process, product account or other agreement.

The applicable contractual documents shall be made available through the website designated for the relevant PTV product or through the applicable activation process.

These Terms shall neither amend nor supplement the contractual terms applicable to the relevant PTV product.

3.3. The ID Holder may not use any software or other technical devices that alter, expand or jeopardize the functioning of ptvgroup.com and the services offered thereon.

3.4. Unless otherwise explicitly permitted, the ID Holder may not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, (re-) publish, download, display or translate all or any portion of the PTV services in any form or media or by any means;
- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the PTV services.

3.5. The ID Holder 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 .

4 Rights in Group ID Data and product data

4.1 PTV may process non-personal data entered by the ID Holder directly in connection with the registration, administration or general use of the PTV Group ID ("Group ID Data") to the extent necessary to:

a) provide and administer the PTV Group ID;

b) maintain the security and proper functioning of the PTV Group ID;

c) detect or prevent misuse and unauthorised access; and

d) analyse and improve the general functions of the PTV Group ID in aggregated or anonymised form.

Data entered, uploaded, generated or otherwise processed within a specific PTV product or PTV Software-as-a-Service shall not constitute Group ID Data.

4.2. The ID Holder grants PTV a non-exclusive, royalty-free right, limited to the duration of the contractual relationship, to store, reproduce and technically process Group ID Data to the extent necessary for the purposes set out in clause 4.1.

PTV may have Group ID Data processed by affiliated companies and service providers that are subject to appropriate confidentiality, data-protection and security obligations.

Group ID Data shall be published or made available to other users only where:

a) this is required for a function initiated by the ID Holder or the associated customer organisation; or

b) the ID Holder or the associated customer organisation has expressly authorised the publication or disclosure.

These Terms do not grant any further perpetual or sublicensable right to use Group ID Data.

4.3. The ID Holder represents that they are authorised to enter the Group ID Data and to grant PTV the rights required under clause 4.2.

The ID Holder shall indemnify PTV against third-party claims arising from a breach of this obligation for which the ID Holder is responsible.

The indemnity shall cover reasonable and necessary defence costs. PTV shall promptly inform the ID Holder of any claim and shall allow reasonable participation in the defence.

4.4. Rights and obligations concerning data entered, uploaded, generated, provided or processed within a PTV product or PTV Software-as-a-Service shall be governed exclusively by the contractual terms applicable to the relevant product.

This applies in particular to:

a) Input Data;

b) uploaded data and databases;

c) transport models;

d) personal data;

e) trade secrets; and

f) output or result data generated through use of the product.

These Terms do not grant PTV any additional rights to such data.

5 Liability, compensation for damages

5.1. This section 5 shall apply exclusively to claims arising out of or in connection with the registration or use of the PTV Group ID.

Claims arising out of or in connection with a PTV product, Subscription or other service shall be governed exclusively by the contractual terms applicable to that product or service.

5.2. PTV shall be liable:

a) without limitation for intent and gross negligence;

b) without limitation for culpable injury to life, body or health;

c) under mandatory product-liability law;

d) to the extent of an expressly assumed guarantee; and

e) in the event of a slightly negligent breach of a material contractual obligation, limited to the loss typical of the contractual relationship that was foreseeable at the time of conclusion of the contract.

Material contractual obligations are obligations whose performance is necessary for the proper performance of the contractual relationship and on whose performance the ID Holder may ordinarily rely.

5.3. In the event of data loss caused by slight negligence, liability shall be limited to the restoration costs that would have been incurred if the data had been properly and regularly backed up.

5.4. Any further liability of PTV is excluded.

5.5. The limitations of liability shall apply correspondingly in favour of PTV's legal representatives, employees and vicarious agents.

6 Transfer and assignment, subcontractors, set-off

6.1. PTV may transfer the contractual relationship to an affiliated company or to another legal entity in connection with the transfer of the relevant business or business unit.

PTV shall notify the ID Holder of the change of contracting party in text form.

A transfer shall not be permitted where it would materially prejudice the legitimate interests of the ID Holder.

6.2. PTV may use affiliated companies and other subcontractors to perform its obligations.

The use of a subcontractor shall not change the parties to the contractual relationship. PTV shall remain responsible to the ID Holder for the proper performance of the obligations owed by PTV.

The use of processors shall additionally be governed by the applicable data-protection requirements.

6.3. The ID Holder may only set off claims that are undisputed by PTV or have been finally determined by a court. Rights of retention may likewise only be asserted on the basis of such claims.

7 Data privacy and data security

7.1. PTV shall process personal data of the ID Holder in accordance with applicable data-protection laws and the applicable data privacy statement.

Processing may take place in particular where it is:

a) necessary for the registration, provision and administration of the PTV Group ID;

b) necessary for the performance of a contract or pre-contractual measures;

c) required to comply with a legal obligation;

d) based on valid consent; or

e) necessary for legitimate interests pursued by PTV or a third party and permitted by applicable law.

The applicable data privacy statement contains further information regarding purposes, legal bases, recipients and retention periods.

Details of data processing are described in the respective applicable data protection statement, available at https://www.ptvgroup.com/en/legal-documents/data-privacy-statement, product-specific available at https://www.ptvgroup.com/en/legal-documents/data-privacy-statement-cloud-services , TOMS available at https://www.ptvgroup.com/en/legal-documents/data-processing-agreement-annex .

7.2. The data-protection roles of the parties shall be determined by the specific processing activity and the contractual documents applicable to that activity.

Where the ID Holder or the associated customer organisation processes personal data as a controller, it shall ensure that:

a) a valid legal basis for the processing exists;

b) data subjects are properly informed;

c) all required consents and authorisations have been obtained; and

d) all other applicable data-protection obligations are complied with.

The ID Holder shall indemnify PTV against third-party claims arising from a breach of these obligations for which the ID Holder is responsible.

The indemnity shall cover reasonable and necessary defence costs.

7.3. Where PTV processes personal data on behalf of a customer organisation, PTV and that customer organisation shall enter into a data processing agreement under Article 28 GDPR or an equivalent agreement required by applicable data-protection law before the relevant processing begins.

The ID Holder shall not become a party to a data processing agreement between PTV and a customer organisation solely by registering or using a PTV Group ID.

8 Final provisions

8.1. The ID Holder shall comply with all export-control, import-control, sanctions and embargo laws applicable to the ID Holder, the PTV Group ID and the services accessible through it.

The ID Holder shall not directly or indirectly:

a) make the PTV Group ID or an accessible service available to a sanctioned or restricted person or entity;

b) use it for a prohibited end use;

c) make it accessible contrary to applicable territorial restrictions; or

d) use it to circumvent applicable export-control or sanctions restrictions.

PTV may suspend or refuse access to the extent reasonably necessary to comply with applicable law.

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

8.2. Should individual provisions of these Terms be invalid, this shall not affect the validity of the remaining provisions. PTV and the ID Holder 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.

8.3. The contractual relationship concerning the PTV Group ID 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.

Claims arising out of a product, Subscription, support or other service agreement shall be governed exclusively by the governing-law provision contained in that agreement.

8.4. The place of performance for all obligations arising out of the contractual relationship concerning the PTV Group ID shall be the registered office of PTV.

The courts of Karlsruhe, Germany, shall have exclusive jurisdiction over disputes arising exclusively out of or in connection with the registration or use of the PTV Group ID, to the extent permitted by applicable law.

Disputes arising out of a product, Subscription, support or other service agreement shall be governed exclusively by the dispute-resolution provisions contained in that agreement.

8.5 Amendments to these Terms and all notices, consents, objections and terminations under these Terms shall be made in text form unless mandatory law requires a stricter form. Where these Terms refer 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, including e-mail and electronic-signature platforms.