

PTV Traffic Licensing Terms for Geodata

§ 1 Subject-Matter of Licence Agreement

1. PTV is the proprietor of databases containing geodata and traffic data. The subject-matter of this licence agreement (hereinafter: the “Agreement”) and of any future licence agreements is the geographical and traffic data that is to be or already has been provided to the user (hereinafter: the “Data”), that is contained in such databases. “Data” means
 - a) the entire Database;
 - b) those parts of the Database the nature or extent of which renders them an integral part thereof;
 - c) those parts of the database the nature or extent of which renders them inessential, if they are repeatedly and systematically reproduced, disseminated or publicly communicated. This only applies where such acts are contrary to a normal analysis of the database or unreasonably encroach on the legitimate interests of the database producer.
2. The Data was carefully collected in accordance with the state of the art. It is not possible to ensure that the data is completely error-free and up-to-date. The user shall take this into account when using the Data.
3. The combination of Data provided to the user under this Agreement with data from other sources can result in errors and impairments. Neither PTV nor the database producer assumes an obligation that the Data will operate without errors also in combination with other information.

§ 2 Purpose of Use

1. The Data shall be provided solely for use for the following purposes:
 - a) Investigation of general traffic-related issues. Such issues are planning matters that are not aimed at specific traffic processes, but, rather, at the planning or realization of traffic measures (e.g. road building, routing, traffic guidance). Such measures include traffic modelling applications (e.g. traffic planning and traffic simulation) as well as traffic data analysis.
 - b) Use for the purpose of research and teaching in research and teaching institutions (see § 5).
2. Use of the Data is not permitted for the purpose of planning and implementing specific traffic processes, e.g. navigation, tracking, routing for the purpose of route optimization, fleet management or fleet controlling.
3. It is not permitted:
 - a) to use the Data to provide services for third parties that prepare or assist the planning or implementation of specific traffic processes (see § 2(2));

- b) to use the Data in order to develop a data basis with which digital geographical data files could be compiled;
- c) to use the Data in connection with air traffic or shipping traffic;
- d) to retrieve Data by circumventing protection against copying and to use such Data within the context of automated data-processing;
- e) to publish in any manner whatsoever, make publicly available or to offer to the public the Data or maps produced using the Data; this applies particularly with regard to address data including postal address data ("Points of Interest", see § 6) which may only be reproduced, disseminated or publicly communicated individually but not in any form constituting an essential part of the database;
- f) to offer or make available the items mentioned in § 2(3)(e) hereof to third parties, as far as such is not permitted by contractual agreement;
- g) to communicate the Data beyond the confines of the contractually agreed terms (see § 4);
- h) to make publicly available the Data (see §19(a) of the German Copyright Act [Urheberrechtsgesetz]) or to transmit the Data (see §20 of the German Copyright Act);
- i) to provide the Data temporarily to third parties (except for the authorization granted in § 4(1) hereof);
- j) i) to emulate, decompile or disassemble the Data, to create derivative works based on the Data, or to subject the Data to reverse engineering.

§ 3 Use

1. All acts relating to the Data that serve to realize the contractually agreed purposes of use are permitted.
2. The Data may only be used simultaneously by the contractually agreed number of users. Additional use requires an additional licence which the user shall request from PTV. Such additional licence and the relevant remuneration are regulated by the PTV price list then in force. The user shall request the grant of such an additional licence in writing from PTV. Use of the data in the manner requested by the user may not commence until the additional licence has been granted by PTV.
3. The Data may be copied within the context of use in accordance with the state of the art. This includes the making of back-up copies. The Data may not be copied in whole or in part onto more than one movable data carrier (e.g. CD-ROM). The copyright notice provided by PTV shall be affixed to movable data carriers. All copies of the Data shall be safely kept and protected against access or use by third parties.
4. If the user obtains a print licence, use of the Data in order to illustrate written statements within the context of contractual use is permitted, e.g. in order to supplement an expert

opinion prepared with the aid of the Data using map diagrams drawn up on the basis of the Data.

Unless otherwise agreed by contract, the number of printed illustrations in written statements may not exceed 500. The combination of print-run and the number of illustrations per printed copy can be freely selected (permissible format: up to DIN A4 / 600 cm²). Additional use requires an additional licence which the user shall request from PTV. Such additional licence and the relevant remuneration are regulated by the PTV price list then in force. The user shall request the grant of such an additional licence in writing from PTV. Use of the data in the manner requested by the user may not commence until the additional licence has been granted by PTV.

The publication of static map diagrams on the internet (without the indication of geographical site information and solely in the data formats jpeg, gif, tif, pdf and as a bitmap graphic) is permitted provided that an additional licence has been granted to the user by PTV according to the aforementioned terms.

Use of the Data for the illustration of commercial or pay-to-use print media and use within internet applications is not permitted.

5. The user shall always keep the Data behind a firewall. The user shall set up a system that protects the integrity of the Data, controls access to the Data and prevents unauthorized access to, use, reproduction or communication of the Data. Such processes shall be implemented in accordance with the state of the art at any time.
6. In case the user needs access data to have access to the Data, PTV shall provide the user such access data. The user shall treat the access data as strictly confidential and prevent access to the access data by unauthorized third parties through appropriate security measures.
7. In the event that the user suspects that any third party has become aware of its access data or that a third party uses the user's access without permission, the user shall notify PTV promptly.
8. In the event the user loses the access data, PTV shall be under no obligation to provide the user new access data and shall not be obliged to provide any refund, rebate, discount or compensation.
9. PTV shall be entitled to invalidate the access data at any time in the following events:
 - a) The access data is reported lost.
 - b) The Data is accessed with the user's access data by any third party other than the user.
 - c) Circumstances exist according to which PTV may assume under reasonable consideration of all circumstances of the individual case that the user is in not merely insubstantial breach of the terms of this Agreement.

§ 4 Transfer of Data

1. The user may transfer Data to trustworthy third parties it involves in use of the Data in order to achieve its own contractual purposes (e.g. within the context of cooperation with a sub-contractor). Use by such third parties has to remain within the confines of the contractual purposes and act of exploitation. The Data may only be provided for a limited period of time. Such provision shall end within 1 year of the date on which the Data is first provided. Prior to provision of the Data the third party shall provide a written declaration to the user in which the third party undertakes with direct effect in relation to PTV to comply with the present terms and conditions of use. A corresponding document shall be signed by the third party and kept by the user. PTV may assure itself of the existence of such document at any time and may require a copy or the original to be surrendered.
2. Apart from this the transfer of Data that the user receives online is not permitted. The transfer of original data carriers is also prohibited.

§ 5 Use in Research and Teaching

PTV may make the Data available for use in research and teaching (see § 2(1)(b)) at more favourable terms. Use in research and teaching means:

- a) use within an institution that is not commercially engaged (in particular, universities, research institutions) and which, in the specific case at hand, does not use the Data in connection with commercial activities;
- b) use solely for research and teaching, i.e. to the exclusion of the other purposes of use.

§ 6 Address Nodes ("Points of Interest")

1. The user is not entitled to communicate data of address nodes, including the relevant postal codes and geographical site information data ("Points of Interest"), to third parties, in particular not through resale, sub-licensing, distribution or for the purposes of compilation, improvement, verification, compilation or adaptation of an address list, a geographical directory, a trade or business directory or the yellow pages or a similar directory, if such item is or is intended to be sold, hired, published, distributed to or otherwise obtained in whole or in part by third parties.
2. Data of address nodes may not be used as aids (neither individually or in part nor in whole):
 - a) in connection with the conclusion of individual loan or insurance contracts, especially in order to verify the suitability and qualification of persons in connection with such agreements;
 - b) in order to verify a person with regard to an employment relationship, promotion, dismissal or upholding of an employment relationship;
 - c) in order to verify whether a person is able to obtain a licence or other permit from a government institution;

- d) in order to locate the heirs of persons who are deceased;
 - e) in order to compile mailing lists or tele-marketing lists.
3. The following provision shall apply to the internal company use of the Data: “Internal Company Use of the Data” means the use of the Data within companies for the purpose of analysis. The “points of interest” may not be used in products with an additional added value and may not be further disseminated in any manner whatsoever. Solely employees of the enterprise may obtain access to such data. The “points of interest” may be used solely in connection with the geographical and traffic data.
4. Points of interest may be used within internet applications subject to the terms set out in § 6(5). “Internet application” means public access to the Data based on transactions. The components of such access include:
- a) an electronic map in data file formats such as jpeg, gif, tif, pdf or bitmap graphics
 - b)
 - presentation of tracked (geocoded) addresses as pictograms on the map display, or
 - route information consisting of a text route list and/or a road route highlighted on the map display generated between two tracked addresses or business address components of third parties made available in the application.

The internet application may not be used in order to navigate a current route with the use of a tracking system (e.g. GPS).

5. The terms mentioned in § 6(4), first sentence, for use within internet applications are:
- a) A search for a point of interest based on its name or category within a geographical unit (town, city, region or postal code area) is permitted.
 - b) The simultaneous or successive search for all points of interest or for the majority of points of interest based on their nature or scope is not permitted.
 - c) The internet application may not permit a search covering several categories of points of interest.
 - d) The internet application may not list more than 10 search results on one page of a search list, and not more than 7 pages.
 - e) The internet application may permit the following information relating to the point of interest to be shown to the user:
 - name of the institution
 - contact data (postal address, telephone number, fax number, e-mail address, etc.)
 - reviews without additional information on the category.

- f) Postal codes may only be displayed individually.

§ 7 Dynamic Traffic Information

“Dynamic Traffic Information” means data on the current traffic situation and additional information such as speeds on a TMC segment (Traffic Message Channel), or a division of the road network.

1. Dynamic Traffic Information may only be provided via a server-based platform. Provision via the radio data system (RDS) is not permitted.
2. The use of Dynamic Traffic Information is limited to use in connection with contractually regulated applications. Use of Dynamic Traffic Information is also limited to
 - the presentation of Dynamic Traffic Information as images, in text or language form on a map or in relation to a map display or on a route generated by the application, and/or
 - the making available as images, in text or language form of one or more (a) route lists, (b) travel times for the entire route or for parts of the route, and (c) Dynamic Traffic Information available for those routes.

Where navigation is permitted, the application has to update the route and/or the travel time continuously and automatically on the basis of the up-to-date Dynamic Traffic Information at any time and the relevant tracking on the route, and has to make such data available in images, in text or language form.

3. Dynamic Traffic Information may not be archived and may only be stored within the context of personal or internal business purposes that comply with the contractually agreed purposes of use, for 24 hours at the most.
4. Dynamic Traffic Information may not be used for other purposes. In particular, data collection and data analysis are not permitted.
5. Dynamic Traffic Information may not be displayed or broadcast in FM/AM radio or television broadcasts.
6. Dynamic Traffic Information may not be used or contained in traffic systems which make traffic news available on telephone information systems.
7. Dynamic Traffic Information may not be used in whole or in part to develop commercial services that make text-to-voice warning notices available in e-mails, messages or by telephone.
8. PTV reserves the right to modify Dynamic Traffic Information at any time, which also includes the extension or reduction of the territory covered by such Information. If there is a reduction in the territory covered by Dynamic Traffic Information or if a supplier of Dynamic Traffic Information discontinues the supply of data for a certain territory, PTV is entitled to remove that territory from the scope of its services subject to 3 months advance notice. In that case the user is at liberty to terminate the contract on geodata and

additional data within 4 weeks of having received corresponding notification from PTV, effective at the end of the above-mentioned 3- month notice period.

Special Regulations for Austria and Switzerland

Austria: The licensee may not sub-license Dynamic Traffic Information for the territory of Austria to the following third parties: a) radio and television broadcasting stations that operate broadcasting frequencies for radio and television that can be received in Austria; b) publicly accessible internet portals that (i) are operated by or on behalf of an enterprise with its headquarters in Austria, and (ii) that are aimed at final consumers in Austria.

Switzerland: The licensee may not license Dynamic Traffic Information for the territory of Switzerland to the following organizations with their headquarters in Switzerland: (i) Swiss radio stations broadcasting within Switzerland, (ii) internet platforms including those of Swiss media enterprises that are hosted in Switzerland and are aimed at Swiss final consumers, and which display Dynamic Traffic Information in text or visual form, e.g. www.tcs.ch, (iii) the following members of the ARC Transistance automobile association: Touring, HAK, UAMK, FDM, ADAC, MAK, ACL, AMSM, ANWB, NAF, AMZS, RACE, AA, ÖAMC, ACI and TCS, (iv) the Swiss federal state and the Swiss cantons, and (v) the universities and technical institutes in Switzerland, no matter whether they are privately or publicly governed.

§ 8 Additional Data

Historical traffic data and Dynamic Traffic Information and their derivatives may not be used in order to observe matters relevant to traffic law, e.g. in order to select locations for speed monitoring facilities.

§ 9 Rights to the Data; Copyright Notices; Third Party Terms

1. The user acknowledges that it has no rights to the Data other than those defined by contract, and that the database producer is the proprietor of the intellectual property embodied in the Data. The user is aware that such intellectual property has a substantial mercantile value and shall comply with corresponding protection measures.
2. The user may not remove, modify, conceal, render illegible or otherwise impair copyright notices of the database producer. The user shall place the following notice on images (e.g. maps, diagrams) made using the Data: "Map material: © _____," inserting the name of the database producer notified to it by PTV in the contractual documents or on request.
3. The user acknowledges that the access to the Data as well as the scope of the right of use are dependent on the approval of the database producer and that the database producer is entitled to restrict the access to the scope of use approved by the database producer. To this end the database producer shall be entitled to implement technical security measures. These security measures may be installed on the user's IT systems; claims of the user in respect of such installation are excluded.

4. The user shall, upon request of PTV, enable his subcontractors to verify the compliance with the user rights mentioned in this agreement, in particular the payment of licence fees. To this end, the user shall provide these subcontractors with access to the corresponding documentation during the regular business hours - with or without prior notice - allowing them to check and copy the content, if required. If the licence fee paid was insufficient, the correct amount shall be paid by the user at a later point in time. If the difference from the effective sum of the payable license fee is 5% or higher, the user shall cover the total audit costs. The audit report shall be made fully available to the user. The user is not bound to provide any customer information such as the customer name or contact details.
5. Third Party Terms applicable to Data from a database producer are set out at http://tomtom.com/en_gb/thirdpartyproductterms/ and shall apply in their current edition. Such web link shall always be available to the user and shall be updated quarterly by the database producer.

§ 10 Term of Use

1. If the Data is not provided to the user without any limitation in time, the user shall fully delete the Data when its licence expires and shall refrain from any further use. PTV is entitled to require a written declaration to this effect.
2. The licence may be revoked for good cause. There is a good cause in case of a substantial impairment of this Agreement or of the interests of the Data supplier.

§ 11 Export Controls

The Data may be subject to domestic or foreign statutory provisions on export controls. The user shall comply with restrictions where (insofar as permissible) it causes data to enter foreign countries or makes data available from abroad. Prior to such processes the user shall first enquire about the legal situation.

§ 12 Rights of Database Producers

The user hereby assumes the rules of conduct set out herein also in direct relations with the database producer affected in an individual case. The database producer is the enterprise mentioned in the contractual documents or notified to the user by PTV on request.

§ 13 Liability

1. PTV and the database producer or its suppliers, persons employed by PTV or the database producer in the performance of their respective obligations do not assume any liability whatsoever under or in connection with this Agreement or under or in connection with use of the Data. This exclusion of liability applies particularly to accidental damage, consequential damage, indirect damage, lost profits, business interruptions, no matter whether or not the possibility of such damage is pointed out to the injured party.
2. The database producer has no financial obligation to the user or to third parties, no matter on what legal ground or act such obligation may be based.

3. The Data will be provided in the condition it is in, with all inherent errors. PTV, the database producer, its suppliers as well as persons employed by PTV or the database producer in the performance of their respective obligations do not assume any liability, either express or implied, for the Data. Nor do they guarantee a lack of material defects or defects in title, the marketability, adequate quality, accuracy or suitability for a particular purpose. Oral or written information provided by PTV, the database producer or its suppliers, or by persons employed by PTV or the database producer in the performance of their respective obligations, shall not give rise to liability. The user is not entitled to rely on such information.
4. This exclusion of liability constitutes a material clause in this Agreement.

§ 14 Final Provisions

1. This Agreement is governed exclusively by German law.
2. The venue for all disputes arising under and in connection with this Agreement is Karlsruhe. PTV is however entitled to sue the user at its general venue.
3. Terms and conditions of the user or of a third party which amend or supplement this Agreement or declare it invalid, do not apply. Under licensing law, provision of the Data is governed exclusively by the provisions set out herein.
4. Should individual provisions of this Agreement be or, after the conclusion hereof, become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which in its effect comes closest to the financial intentions of the contracting parties. The above sentences apply accordingly in the event that there is a gap in this Agreement.

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PTV Planung Transport Verkehr AG, Karlsruhe

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