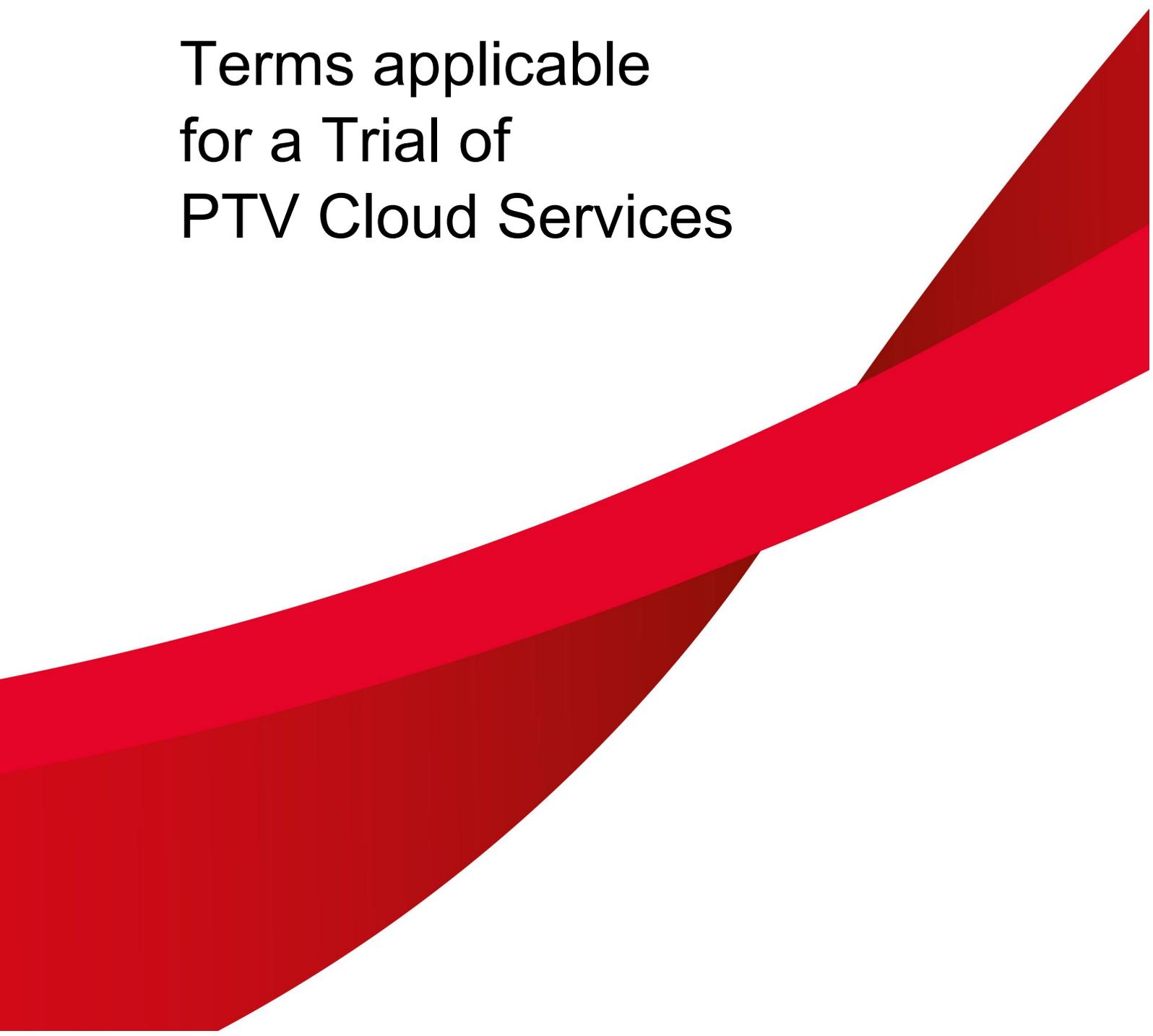


Terms applicable for a Trial of PTV Cloud Services

A decorative graphic element consisting of a thick, diagonal red band that curves upwards from the bottom left towards the top right. The band is composed of two overlapping layers of red, with the top layer being a slightly darker shade than the bottom layer, creating a sense of depth and movement.

Contents

1 Object of the Agreement..... 3

2 Coming into force and Duration..... 3

3 Cost..... 3

4 Use restrictions 4

5 Reporting and communication..... 4

6 Warranty 5

7 Liability 5

8 Support 5

9 Transfer and assignment..... 5

10 Protection of Personal Data..... 6

11 Third-party licenses 7

12 Miscellaneous..... 8

Shorttitle	Terms - Trial of PTV Cloud Services
Version of contract template:	1.4.2 from 2022-02-23

These terms applicable for a trial version of PTV cloud services (“**Agreement**”) are entered into by and between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Str. 15, 76131 Karlsruhe, Germany (“**PTV**”) and such entity that intends to use software or data as an internet or cloud service from PTV (the “**Customer**”).

1 Object of the Agreement

- 1.1 PTV operates a combination of software programs, data and services (together, the “**Service**”) and makes it available to customers as a service over internet. Access to the Service is provided by PTV through a browser and/or various cloud interfaces or protocols defined by PTV.
- 1.2 The Customer is a legal entity or an individual in the exercise of a commercial or independent professional activity.
- 1.3 The Customer is considering a subscription to the Service and is willing to test its features and functionality prior to subscribing. To this aim, PTV makes available to the Customer a trial version (“**Trial Service**”) under the conditions set forth hereunder. Access and use of the Trial Service do not commit the Customer to a subsequent subscription of the Service.

2 Coming into force and Duration

- 2.1 This Agreement comes into force on the date of its signature or on the date of the registration by the Customer on the dedicated website for the Trial Service. By registering for the Trial Service, the Customer agrees to this Agreement, even in the absence of a signed original copy.
- 2.2 The Trial Service is granted for a period of one month from the date of coming into force.
- 2.3 The Trial Service may be extended by PTV once upon request by the Customer.
- 2.4 PTV may terminate the Trial Service with immediate effect at any stage without notice and at its own discretion, for good cause or without cause.

3 Cost

The Trial Service is provided by PTV to the Customer free of charge. Any incidental expenses directly or indirectly related to the use of the Trial Service, such as internet access costs or training costs, are borne by the Customer.

4 Use restrictions

- 4.1 PTV hereby grants to Customer a non-exclusive, non-transferable, revocable right, without the right to grant sublicenses, to permit the Authorised Users (as defined under sec. 4.3) to use the Trial Service during the term of the Agreement and solely for testing purposes. Commercial use of the Trial Service is strictly prohibited.
- 4.2 All components of the Trial Service, including PTV's or third party's software and data, are protected by copyright. All rights thereof are held solely by PTV and its suppliers. This Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Trial Service or the Service. Copyright notices and trademarks may not be edited or removed.
- 4.3 The Customer shall ensure that the Trial Service is only used by designated and registered individuals ("**Authorised Users**").
- 4.4 The Customer shall not provide access to the Trial Service, or provide any data or information contained in or resulting from the Trial Service howsoever, to third parties.
- 4.5 The Customer shall not attempt to decompile, reverse engineer, translate or alter the Trial Service or any software component accessed in the course of the Trial Service.
- 4.6 The Customer may not use any software or other technical devices that alter, expand or jeopardise the functioning of the Trial Service.
- 4.7 The Customer shall keep strictly confidential any information about the Service or about PTV's software or data or processes which it received or captured directly or indirectly while using the Trial service.

5 Reporting and communication

PTV is committed to customer satisfaction. By providing the Trial Service, PTV is willing to demonstrate the Service features and to facilitate its evaluation by the Customer. PTV is also willing to collect the Customer's feedback and consider it for further improvements.

In this respect, PTV may request the Customer to specify the use case for which the Trial Service was tested and to report some use statistics. The Customer authorizes any data collection initiated by PTV in this respect and commits to cooperate with PTV for any reasonable request to share information and evaluate the service quality.

6 Warranty

PTV does not provide any warranty regarding:

- the functional features of the Trial Service,
- availability of the Trial Service and
- conformity between the Trial Service and the Service.

7 Liability

PTV, PTV personnel and PTV suppliers do not assume any liability whatsoever under or in connection with this Agreement or under or in connection with use of the Trial Service. This exclusion of liability applies particularly to accidental damage, consequential damage, indirect damage, lost profits, business interruptions, regardless whether or not the possibility of such damage is pointed out to the injured party. This exclusion of liability, however, shall not affect the mandatory statutory liability in accordance with §§ 276 Abs. 3, 278 S. 2, 599 BGB.

The Customer agrees to indemnify and hold PTV and its suppliers and employees harmless to the fullest extent from and against all liabilities, legal fees, damages, losses, costs, and other expenses in relation to any claims or actions brought against PTV arising out of, or in any matter related to a breach of this Agreement by the Customer and from any other liability arising out of the use of the Trial Service.

8 Support

PTV does not provide support for the Trial Service.

PTV may at its own discretion provide technical documentation by way of tutorials or white papers, without any guarantee as to their completeness and accuracy.

9 Transfer and assignment

- 9.1 PTV may transfer the rights and responsibilities from this Agreement at its own discretion, with immediate effect.
- 9.2 A transfer by the Customer of its rights and responsibilities from this Agreement is prohibited.

10 Protection of Personal Data

PTV and Customer are committed to complying with data protection regulations, in particular to the **General Data Protection Regulation (EU) 2016/679 ("GDPR")**, applicable for data collected from any individual within the European Union (EU) and within other countries of the European Economic Area (EEA). According to Art. 4 of the GDPR, the following definitions apply:

1. **Personal Data** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
2. **Processing** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Compliance with the GDPR has two key implications:

- Any party who collects and processes Personal Data by any explicit or implicit method (including but not limited to a registration on a website or an app) must inform the individual providing his/her Personal Data of the fact that they are processed, and describe in which manner and extent they are processed;
- Any party who processes Personal Data provided by another party must commit to follow specific measures ensuring compliance with GDPR.

To the extent that Personal Data are processed in the course of this cooperation, PTV and Customer will implement all the necessary policies and will provide all the necessary transparency to ensure GDPR compliance.

Accordingly, PTV publishes and implements the following processes:

- An overview of the policies related to Personal Data ("Data Privacy Policies") is available under <http://ptv.to/dd>
- **General Data Privacy Statement** as set forth in section 1 of the Data Privacy Policies, in which PTV explains the way Personal Data are generally processed on its website or in the general course of business;
- **Product-specific Data Privacy Statements** as set forth in section 2 of the Data Privacy Policies, in which PTV explains the way Personal Data are processed specifically for each of the PTV Solutions;
- **General Technical and Organisational Measures** ("*Allgemeine Technische und Organisatorische Maßnahmen - ATOM*") as set forth section 3 of the Data Privacy

Policies, in which PTV explains how Personal Data are protected against various internal or external risks;

- ▶ **Contract regarding data processing** (“*Vereinbarung zur Auftragsverarbeitung - AVV*”) as set forth section 4 of the Data Privacy Policies, in which PTV explains how Personal Data provided by Customer or by a third party are processed.

The sections 1 to 4 of the Data Privacy Policies are legally binding for PTV upon execution of this Agreement. Sections 1 and 3 thereof are valid for all PTV Solutions. Sections 2 and 4 thereof are specific to the concerned Service.

Upon execution of this Agreement, Customer represents that:

- ▶ it has read and accepted PTV’s Data Privacy Policies,
- ▶ it will publish and implement similar policies with regards to Personal Data,
- ▶ it will abide by the AVV as set forth in section 4 of the Data Privacy Policies, in its position of provider of Personal Data, if applicable, and
- ▶ it will generally comply with the GDPR and inform PTV of any circumstance where it has observed shortcomings in the protection of Personal Data from either party, or has reason to believe that Personal Data are not sufficiently protected.

11 Third-party licenses

11.1 The Customer acknowledges that the Service may include the use of software, Data or services under Third-Party Licenses, details of which are listed below:

- ▶ for the PTV Software Products Logistics under the link: <http://ptv.to/el>

and

- ▶ for the PTV Software Products Traffic under the link: <http://ptv.to/fg>

The Customer confirms having received, acknowledged and agreed the contents of the Third-Party Licenses and agrees to enter into and comply with them.

11.2 The Customer shall indemnify and hold PTV harmless against any loss or damage which PTV may suffer or incur as a result of the Customer’s breach of such terms howsoever arising.

11.3 In particular, it is the Customer’s responsibility to ensure that

- ▶ the PTV Logistics Licensing Terms for Geodata

<http://ptv.to/em>

and

- ▶ and the PTV Traffic Licensing Terms for Geodata

<http://ptv.to/en>

are fulfilled.

- 11.4 In case maps of the Open Street Map project (“**OSM**”) are used within the Service, the Customer enters into a direct legal relationship with the OSM licensor for the usage of OSM according to the license terms as stated within <https://opendatacommons.org/licenses/odbl/1.0/>.
- 11.5 Where the Customer is required to use software under Third-Party Licenses, the terms of the Third-Party Licenses shall override the terms of these Terms of Use.
- 11.6 The Third-Party Licenses may be amended from time to time by the third party and the Customer must ensure that all Authorized Users are complying with the current Third-Party Licenses in force as amended from time to time.
- 11.7 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.

12 Miscellaneous

12.1 This Agreement is governed by German law.

12.2 The Customer is responsible for compliance with any applicable law directly or indirectly related to the use of the Trial Service. In particular, any use by the Customer which:

- is discriminatory, racist or inhumane or incite to violence,
 - or, encourages or endorses criminal activity,
 - or, contains pornography or breaches the law for the protection of children and youth,
 - or, infringes the personal rights of third parties
- is prohibited.

I have read and I agree to the terms of this Agreement

Date, location

Customer name and signature