

Licence Agreement for PTV Test Data

1 Contracting Parties

This License Agreement is made by and between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Strasse 15, 76131 Karlsruhe, Germany ("PTV") and the respective customer.

2 Subject of the Licence Agreement

The subject of this Licence Agreement is geographic data. The data in question are files containing geographic map elements in digital form as vector or raster data.

3 Term of the Licence

The license expires thirty (30) days after the download.

4 Restrictions for the Trial Period

The Customer may use the PTV Data free of charge and exclusively for test purposes. Any commercial/operational use is excluded. PTV may, at its own discretion, terminate the Trial Period for the respective PTV Cloud Service at any time without stating reasons.

PTV does not provide any warranty with regards to the functional characteristics and availability of the PTV Cloud Service during the Trial Period.

PTV does not provide any support during the Trial Period.

PTV does not assume any liability whatsoever under or in connection with the use of the PTV Data during the Trial Period. This exclusion of liability applies particularly to accidental damage, consequential damage, lost profits or business interruptions, regardless of 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 sec. 276 para. 3, 278 sentence 2, 599 BGB (German Civil Code).

5 PTV End User License Agreement

The version of the PTV End User License Agreement ("EULA") published at the time of conclusion of the agreement shall be an integral part of the contract. The regulations there apply accordingly. The current version of the agreement can be retrieved and saved at https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Framework-Agreement/Annex2-EULA/End_User_License_Agreement_for_PTV_Software_Products.pdf.