

Data Privacy Statement for United States and Canada

PTV Cloud Services

Document information

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Contents

Data Privacy Statement PTV Cloud Services	4
1 Responsible Authority	4
2 Authorisation.....	4
3 Use of the Service.....	5
3.1 Billing of Service.....	5
3.2 Analysis of Usage Behavior	5
3.3 Error messages	5
3.4 Usage data / telemetry data.....	6
3.5 Free provision of certain cloud services	7
4 Data Security	7
5 Order Data Processing.....	7
6 Data Processing by Third Parties	7
7 Deletion of Data.....	8
8 Client's Right to Information.....	8
9 Right to log a Complaint with the Competent Supervisory Agency.....	8

Data Privacy Statement PTV Cloud Service

This Data Privacy Statement applies to the use of the services at PTV Cloud Service (the "**Service**"), which are made available on ptvgroup.tech. (including subdomains).

General information about our handling of your personal data, as well as data protection information about your registration on ptvgroup.tech and the use of the website, as well as about your rights as a data subject, can be received in our general Data Privacy Statement PTV GmbH, available at https://www.ptvgroup.com/en/Data_Privacy_Statement_PTV_GmbH_US.pdf. This Data Privacy Statement applies primarily to the use of a PTV Cloud Service in accordance with the PTV General Terms of Service.

When you use the service, various personal data is collected. Personal data are data with which you can be personally identified. This data protection declaration explains which data we collect and what we use it for. It also explains how and for what purpose this is done.

1 Responsible Authority

The authority responsible for data processing on the service is:

PTV Planung Transport Verkehr GmbH

Haid-und-Neu-Straße 15

76131 Karlsruhe, Germany

Email: info@ptvgroup.com

PTV Planung Transport Verkehr GmbH (hereinafter referred to as "*PTV*") and its affiliated companies within the meaning of §§ 15 ff. of the German Stock Corporation Act (AktG) form the PTV Group. We may share contact information of customers and prospective customers with affiliated companies of the PTV Group as part of your business relationship (contractual or pre-contractual relationship in accordance with Art. 6 (1) (b) GDPR). We and the affiliated companies are jointly responsible for the protection of your personal data (Art. 26 GDPR). To ensure that you can easily and reliably exercise your data protection rights within the scope of this joint responsibility, we have agreed with our affiliated companies that you can assert your rights as a data subject not only against the respective PTV Group company, but also centrally against PTV Planung Transport Verkehr GmbH.

We have appointed an external data protection officer for our company.

You can reach our external Data Protection Officer at

Email: data-protection@ptvgroup.com

2 Authorisation

In order to use the PTV Cloud Service, the Client and each authorized user has registered for a PTV Group ID, which serves as an identification number ("*token ID*"). The Identification key enables pseudonymised use of the service. More detailed information about data processing during registration is available in our general Data Privacy Statement PTV GmbH at https://www.ptvgroup.com/en/Data_Privacy_Statement_PTV_GmbH_US.pdf.

The basis for the processing of the authorisation is Art. 6 (1) (b) GDPR, which permits the processing of data for the fulfilment of a contract, in this case the usage agreement for the Service.

3 Use of the Service

The users shall be able to create, to supplement and operate their own applications with the Services, to create simulations or to have route planning carried out. PTV shall have no influence over the content of those applications, the simulations and the planning, nor the data processed in this regard. The user is free to decide which data (for example, addresses, station lists or names of, for example, customers or employees) he wants the PTV Cloud Service to process. Insofar as the user processes personal data with the help of the Service, the Client alone shall be responsible for ensuring that the person concerned in each case has provided consent for its data to be processed or that there is statutory authorisation. The Client shall always remain the responsible party with regard to such personal data. The Client shall exempt PTV from all claims of the person concerned and shall compensate PTV for any damage caused to PTV due to transmissions of personal data to PTV in violation of data protection laws, unless the Client can prove that it is not responsible for this violation.

3.1 Billing of Service

PTV stores and processes the token ID and the time of login each time the client or the authorized user logs in. PTV stores and processes certain data about the user's usage behavior, insofar as this data documents facts that are relevant for the billing of the service. These can be the number of map accesses, the number of API accesses or route calculations, the number of managed assets or similar. PTV uses this data for the sole purpose of invoicing for the Service. The basis for this processing is Art. 6 (1) (b) GDPR, which permits the processing of data for the fulfilment of a contract or pre-contractual measures.

3.2 Analysis of Usage Behavior

In addition, the platform of the service stores the IP address of the user with each login. This data is discarded at the latest when the service is redeployed. The IP address is stored only for the purpose of investigating or preventing technical malfunctions and misuse of the service.

These data are not combined with other data of the client or third parties. The legal basis for this processing is Art. 6 (1) (f) GDPR, which permits the processing of data in order to protect the legitimate interests of the data controller. Our legitimate interests lie specifically in the functional efficiency of our IT systems and in fraud prevention.

3.3 Error messages

When using the platform products, error messages may appear. Users can send these error messages to PTV Support together with additional information (screenshots, last entries, actions in the product, information about the user and the instance, etc.). PTV may also receive personal data of the user as a result. The data transfer is voluntary.

PTV processes the data for the purpose of error correction and product analysis or improvement, whereby product improvement usually does not require personal data.

The data processing, insofar as it is necessary for error correction, is carried out in accordance with Art. 6 (1) (b) GDPR to fulfill the warranty obligation of the usage contract. If data processing is used to monitor or improve the product, it is carried out in accordance with Art. 6 (1) (b) GDPR for the purpose of fulfilling the contract. This is because proper performance of the contract also requires constant product monitoring and product improvement with regard to errors and malfunctions. These can only be identified and traced by PTV if the specific use of the products is known.

Personal data is only stored for as long as necessary, for example, to communicate with the user about an error report. Personal data processed for product improvement is deleted or anonymized after it is no longer needed.

This data processing is only triggered when the user contacts PTV support directly in response to an error message and can therefore be avoided.

3.4 Usage data / telemetry data

PTV processes information about the use of platform products to improve its products. This data processing is pseudonymized with regard to the specific user, since information about the user is not required for this purpose. In this context, PTV only becomes aware of the organization of the customer who has concluded the user contract with PTV.

In this context, PTV does not learn which user is behind a specific use of the product but only receives data about how the product is used by the customer. This serves to gain insights into how to maintain functionality, as well as to improve and optimize the product.

This data processing includes in particular:

- The collection of usage data for each product instance to determine how many commands or requests users have triggered per day or week within the product instance (without collecting information about what exactly was done).
 - Information on how much storage space/dashboards/calculation time or similar has been used in a subscription (e.g. to forward this information to PTV sales so that they can ask the ID holder whether more storage space/dashboards/calculation time is needed).
 - Information about how many viewers have accessed a public link and how much time they have spent on the link or how many team links are visited (e.g., to know how links are used for dashboards and to recognize whether the benefits of public links and team links are recognized).
1. Information about the extent of use of the license granted, workspace use, etc. (e.g., to identify the utilization of licenses), in particular
 - Information about the number of individual users who access a license within the ID holder's organization during a specific period (e.g., to prevent license abuse).
 - Scope of license usage within specific geographic regions (e.g., also to provide customers with a report showing usage in an organization's "regions").
 - Information that the user has entered in the free text field of the API.

The data processing is carried out in accordance with Art. 6 (1) (b) GDPR for the purpose of fulfilling the contract. This is because proper performance of the contract also requires constant product monitoring and product improvement with regard to errors and malfunctions. These can only be

identified and traced by PTV if the specific use of the products is known. Furthermore, it is necessary, not least in the interest of the customer, that the products are maintained, continuously improved and optimized.

If, in exceptional cases, the data processing does not directly serve the fulfillment of the contract, it is carried out on the basis of our legitimate interests, i.e. in accordance with Art. 6 (1) (f) GDPR. Our legitimate interests here lie in being able to optimize and improve the products by evaluating corresponding telemetry data, as this is the only way to understand the specific use of the products and to draw conclusions for improvements, which ultimately benefits all users.

Personal data is stored for as long as necessary to identify and implement measures for analysis/evaluation in the sense of maintaining functionality and improving the product and is then deleted or anonymized.

This data processing is related to the closed use/license agreement between PTV and the customer and serves the specific use and operation of the PTV cloud service, so the customer cannot prevent the data processing.

3.5 Free provision of certain cloud services

PTV provides certain cloud services free of charge. In order to help users with problems and to improve these services, PTV asks users of **PTV Visum Publisher** for their telephone number. The phone number could be used to contact users to provide support and guidance. The feedback will help PTV understand use cases and improve the product to better fit users' needs. There will be no further use of the phone number beyond this. The basis for this processing is consent according to Art. 6 (1) (a) GDPR, which can be revoked at any time.

4 Data Security

PTV warrants a reasonable level of data security and in particular adheres to the provisions of Art. 32 GDPR.

5 Order Data Processing

PTV concludes a data processing contract with the Customer in accordance with Art. 28 GDPR upon conclusion of the usage contract for a PTV Cloud Service.

6 Data Processing by Third Parties

We also use external service providers for processing your data and handling the contractual relationship. In addition, your data is also processed by us and our affiliated companies as part of other services and applications. In these cases, we ensure the security of your data by concluding commissioned processing contracts with the respective service provider that meet the high legal requirements for data protection compliance.

7 Deletion of Data

PTV shall delete all user data within 8 weeks after terminating the contractual relationship. If PTV is obliged by legal data storage requirements to retain the user's data (e.g. invoice and contract data), PTV will block this data for further processing.

8 Client's Right to Information

Pursuant to Art. 15 GDPR, data subjects may at any time request information on the personal data stored by PTV on them or their pseudonym. Requests for information can be addressed to:

PTV Planung Transport Verkehr GmbH

Haid-und-Neu-Straße 15

76131 Karlsruhe, Germany

Email: data-protection@ptvgroup.com

9 Right to log a Complaint with the Competent Supervisory Agency

In the event of violations of the GDPR, data subjects are entitled to log a complaint with a supervisory agency, in particular in the member state where they usually maintain their domicile, place of work or at the place where the alleged violation occurred. The right to log a complaint is in effect regardless of any other administrative or court proceedings available as legal recourses.

10 Supplemental Terms for Canadians

If you are in Canada, our services and the processing of data may be undertaken by PTV Planung Transport Verkehr GmbH.

We protect your personal information using security safeguards appropriate to the sensitivity of the information and maintain reasonable physical, organizational and technological measures to protect your personal information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

Our Services use, in particular, tools from companies based in other countries, such as the United States of America, and we may also engage external service providers and other third parties (collectively, "service providers") on our behalf to perform certain services on our behalf and to otherwise provide our service and solution. These service providers may store, process and transfer your personal information on servers located outside of Canada in jurisdictions whose data protection laws may differ from those of Canada, such as the United States of America. As a result, personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to the laws in those jurisdictions. For example, information may be shared in response to valid demands or requests from government authorities, courts and law enforcement officials in those countries. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to ensure that appropriate protections are in place to require our service providers to maintain protections on personal information that are equivalent to those that apply in Canada.

If you have questions regarding our policies and practices with respect to our use of service providers outside of Canada, including with respect to the collection, use, disclosure or storage of personal information by service providers outside of Canada for us or on our behalf, please contact us as set out below.

In the event of violations of this Data Privacy Statement, you are entitled to log a complaint with the applicable office(s) of the Federal, Provincial and Territorial Information and Privacy Commissioners and Ombudsman as applicable to you. The right to log a complaint is in effect regardless of any other administrative or court proceedings available as legal recourses.

Customers in Canada can contact our external data protection officer as follows:

Email: data-protection@ptvgroup.com