

License Agreement

PTV Mobility Models

1 Object of the Agreement

- 1.1 This license agreement (hereinafter referred to as “**Terms of Use**”) shall apply exclusively to any and all contractual agreements (hereinafter each contractual agreement referred to as “**Agreement**”) between PTV Planung Transport Verkehr GmbH (hereinafter referred to as “**PTV GmbH**”) or any affiliated company of PTV GmbH (PTV GmbH or the contracting affiliate hereinafter referred to as “**PTV**”) and a customer or other contracting partner (hereinafter referred to as “**Client**”) on the development and granting of rights of use to a supply or demand transport model (hereinafter referred to as “**Delivery**”); PTV and the Client hereinafter collectively referred to as the “**Contracting Parties**”. In particular, the Delivery may comprise:
- Road network model
 - Public transport network and timetable
 - Traffic zones (number in accordance with demand)
 - Points of Interest (“**Pol**”)
 - Connection to MIT and public transport
 - Structural data per traffic zone estimated from Pols.
- 1.2 Modifications and amendments shall always be made in writing. This provision shall also apply to any waiver of the requirement for written form.
- 1.3 Any other terms and conditions shall not be part of the Agreement even if PTV performs a contract without contradicting the inclusion of such terms and conditions at the time.
- 1.4 Unless otherwise agreed in writing, the Terms of Use, as amended from time to time, shall apply to further Agreements even if renewed reference is not made to such at the time of conclusion of further Agreements within the scope of sec. 1.1.
- 1.5 These Terms of Use shall not be applicable if the Client is a consumer. Particular clauses of these Terms of Use expressly refer to and only apply to merchants.
- 1.6 Statements and/or representations in test versions of the Delivery, product and project descriptions shall not be considered guarantees with respect to the quality of the Delivery. Any guarantee shall require the express and written confirmation of PTV.
- 1.7 All third-party providers and suppliers of PTV that are involved in the provision of services are included in the protection provided by these Terms of Use. The Client shall indemnify these third-party providers and suppliers against claims by third parties resulting from a breach of this Agreement, in particular the third-party licensing terms.
- 1.8 The Client is responsible for the purchase or licensing of additional equipment and software necessary for the installation and use of the Delivery.

2 Data Basis and Third-Party Licensing Terms

2.1 Data basis

To produce the Delivery, PTV uses different data sources which are technically separated from each other in that the data are contained in different layers.

2.1.1 Map data provider

The basis of the Delivery is a road network model of a map data provider.

2.1.2 GTFS data

Public transport network and timetables which are based on General Transit Feed Specification Data (hereinafter "**GTFS Data**") are used for the Delivery as well. Those GTFS Data are either obtained from the Transit.land platform (<https://www.transit.land/>) operated by Interline Technologies LLC or directly from the data providers.

2.1.3 Open street map data

On the basis of OpenStreetMap (hereinafter "**OSM**"), Pols are derived from traffic zones and structural data per traffic zone.

2.1.4 Client data

Client may provide PTV with data which is to be used for the production of the Delivery.

2.2 Third-party licensing terms

2.2.1 Map data provider

2.2.1.1 The Delivery contains geodata for which the following third-party licenses, which prevail over these Terms of Use, as amended from time to time, are applicable:

- PTV Mobility Licensing Terms for Geodata, available at https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Framework-Agreement/Third_Party_Data/PTV_Traffic_Licensing_Terms_Geodata_en.pdf

2.2.1.2 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 data under third-party licenses.

2.2.2 Public transport

2.2.2.1 For GTFS Data of Transit.land platform, the terms published at <https://www.transit.land/terms> as amended from time to time shall apply.

2.2.2.2 Where GTFS Data are directly procured with the data provider, the terms and conditions of those data providers indicated in the offer shall apply.

2.2.3 OpenStreetMap data

- 2.2.3.1 The use of OpenStreetMap data (hereinafter referred to as “**OSM Data**”) is at the Client’s own risk and responsibility. The Client is responsible for compliance with the relevant license conditions, in particular the Open Data Commons Open Database License (ODbL), available at <https://opendatacommons.org/licenses/odbl/1.0/>.
- 2.2.3.2 Any linking of OSM Data with Client data and the creation of derived databases from this data shall be carried out exclusively on behalf of the Client. The Client is aware that the share alike or copyleft effect is triggered for derivative databases in accordance with ODbL. The Client shall be solely responsible for the resulting obligations and for compliance with third-party rights. The Client shall indemnify PTV against all claims by third parties arising from the use of OSM Data.
- 2.2.3.3 Remuneration for OSM Data or derived databases shall only cover the service provided by PTV. PTV does not grant the Client any rights to OSM Data or derived databases. Furthermore, PTV assumes no liability for OSM Data or derived databases and is not responsible for the usability or content accuracy of OSM Data or derived databases.
- 2.2.3.4 The derived data constitute a “Derived Database” within the meaning of ODbL which is licensed under an ODbL license pursuant to sec. 4.4. a) i) ODbL and will be made available upon request under [https://secure.ptvgroup.com/php/vision-hotline/index.php?lng=de&product=VISUM&progver=2201&winver=Windows%252010%2520\(Build%252019044\)&progsp=8&winsp=0&dongleno=4711&prog_ed=64-Bit&win_sys=64-Bit&qp](https://secure.ptvgroup.com/php/vision-hotline/index.php?lng=de&product=VISUM&progver=2201&winver=Windows%252010%2520(Build%252019044)&progsp=8&winsp=0&dongleno=4711&prog_ed=64-Bit&win_sys=64-Bit&qp). The Client shall indicate in any publication that the derived database will be made available upon request. Requests for the derived database shall be forwarded to PTV if necessary.
- 2.2.4 Client data
- 2.2.4.1 PTV is entitled to use the data provided by the Client which is not personal data to produce the Delivery.
- 2.2.4.2 For this purpose, the Client grants to PTV a worldwide, royalty-free and non-exclusive right to save and process such data on a PTV server or with a third party commissioned by PTV for the purpose of producing the Delivery. The data will not be used for any other purpose.
- 2.2.4.3 The Client shall not provide PTV with any personal data for the production of the Delivery. Exceptions to this shall be agreed by the Contracting Parties in text form. In this case, the additional requirements set out in sec. 12 apply.
- 2.2.4.4 The Client represents and warrants that it is entitled to grant PTV the aforementioned rights to the data and shall indemnify PTV against all conflicting rights of third parties to said data.

- 2.3 The Client is aware that Deliveries with maps, geographical attributes, points of interest, toll information, emissions, speed limits, truck features, long postcodes and other content as well as traffic data and forecasts never provide a perfectly accurate and complete picture of the actual circumstances, in particular because of the time delay between a change in the external environment and their inclusion in the Delivery. Such gap between the actual circumstances and its rendering, and the resulting lack of quality, do not constitute a defect of the Delivery.

3 Rights of Use and Intellectual Property Rights

- 3.1 PTV and PTV's suppliers hold all right, title, interest and intellectual property rights (including but not limited to copyrights, trademarks, service marks, patents, trade secrets and ancillary rights) in and to the Delivery and the data underlying the Delivery.
- 3.2 The Client may only use the Delivery itself within its own company for internal business purposes. The Client shall observe any contractual agreements regarding the use of the Delivery (e.g., limitation of the number of users, installations etc.) and shall secure such limitations by using adequate technical measures (the granting of rights to use the Delivery to the Client, hereinafter "**License**").
- 3.3 PTV grants Client a perpetual license ("**Lifetime License**") to use the Delivery. The Lifetime License is non-exclusive, perpetual, non-transferable except as set forth in sec. 5.1, irrevocable, non-sublicensable and may be used exclusively for the Client's internal business operations as an end user. The Contracting Parties may agree on further restrictions regarding the duration, territory and scope of the License.
- 3.4 Any use or exploitation of the Delivery not explicitly allowed in the Agreement or pursuant to mandatory statutory law (e.g., altering, amending, lending, leasing, renting, distribution in tangible or intangible form, outsourcing, software as a service etc.) is subject to the prior written consent of PTV which PTV may give in its sole discretion.
- 3.5 All use cases of the Delivery refer to the use in a closed user circle, i.e., no public and freely accessible applications (public online services) are permitted.
- 3.6 The Client shall not combine, mix, adapt and modify the Delivery and the data contained in the Delivery ("**Data Base**") with third party data as well as the data contained in the Delivery with each other.
This does not include the Client's right to layer its own content and the content of third parties (including points of interest, visual content and dynamic content, including traffic data) on the Delivery, provided that the Client ensures that:
- a) the copyright is indicated correctly and therefore the origin of the third-party data is identifiable;
 - b) the different data sets remain separate from each other; and

- c) the respective licensing terms and provisions of this Agreement are not breached, or the provisions of the licensing terms of third-party data would apply to the Data Base or the derived works thereof (e.g., through share-alike licenses). In particular, Client shall ensure that the intended use of the proprietary part of the Data Base does not subject the proprietary part of the Data Base to open-source software, open database or open data licenses (including ODbL) or similar licenses.
- 3.7 The Client shall indemnify PTV against all claims by third parties resulting from a breach of sec. 3.6.
- 3.8 In particular, the Client acknowledges that the use of the Delivery may be subjected to specific geographical restrictions arising out of applicable foreign laws and regulations, available at https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Framework-Agreement/Geographical_Restrictions/Geographical_Restrictions_EN.pdf.
- 3.9 PTV may withdraw the License for good cause. Such good cause shall be given particularly, but not limited to, if the Customer severely infringes these Terms of Use or third-party licensing terms.

4 Trial License

- 4.1 PTV may provide the Client with transport models for the purpose of testing the transport models in connection with PTV Software (“**Trial License**”). Any rights to use such Trial License shall end, at the latest, thirty (30) days after its provision by PTV to the Client, unless otherwise agreed. Any commercial use of the Trial License is excluded. In particular, Trial Licenses may not be used for the following purposes:
- Use of Trial Licenses to bridge project implementation work;
 - Operational or semi-operational use in a time-limited test or evaluation project.
- 4.2 Notwithstanding the provision in sec. 5, the Client may not transfer a Trial License to a third party.

5 Transfer of Delivery, Copies

- 5.1 The Client may transfer the Delivery subject to the following conditions:
- a) If the Delivery was provided to the Client on an original data carrier, the Client may only transfer the Delivery on the original data carrier. If the Delivery was provided to the Client via online download, the Client may produce and transfer a copy of the files originally downloaded.
- b) Upon such transfer, the Client shall irreversibly delete any of its copies of the Delivery that has been transferred, whether stored on data media or computers.

- c) The Client may only transfer the whole license for the Delivery. The Client may not only transfer parts of the License such as particular usage rights for a contractually agreed number of users, transactions, items etc.
 - d) Any transfer must be of permanent nature, i.e. without any option or claim of the Client to get the Delivery back after a fixed or variable period of time.
 - e) The third party to whom the Delivery is transferred by the Client ("**Purchaser**") commits itself in writing vis-à-vis PTV to observe the terms of these Terms of Use.
 - f) The Client shall inform PTV in writing in advance on the transfer and provide PTV with the details of the Purchaser.
- 5.2 The Client may not disclose, transfer, dispose of, resell or distribute any personal security information or security items related to the Delivery (collectively "**Security Devices**") such as passwords, user accounts, security tags etc.
- 5.3 The Client shall store and secure the Delivery with due diligence so that any illegitimate access of third parties is excluded.
- 5.4 The Client may make a copy of the Delivery for its own security back-up purposes, only as stated in the applicable provisions of mandatory copyright law. Any back-up copy must be stored safely and must be labeled with a correct copyright note. Copyright notes may not be removed, altered or inhibited. Documents may only be copied for the Client's internal purposes.
- 5.5 The Client shall refrain from reproducing the Delivery outside of the purpose in any way (in particular by way of so-called "**reverse engineering**") or from exploiting it or having it exploited by third parties.

6 Delivery and Delay

- 6.1 Any information provided by PTV with regard to delivery times shall be non-binding. Binding dates of delivery shall require written approval by PTV. Partial deliveries shall be permissible if the Client is able to make reasonable use of such.
- 6.2 Periods of delivery shall be extended by the period in which PTV is prevented, without itself being responsible, from providing the contractually agreed services particularly, but not limited to, through labor disputes, acts of God or any other unusual and unforeseeable events (collectively "**Force Majeure Event**") as well as an appropriate period for restarting after the end of the disturbance. If a Force Majeure Event lasts for more than three (3) months, each Contracting Party shall have the right to rescind from or, if the respective contract constitutes continuing obligations, terminate the contract. In such case, any prepaid remuneration shall be repaid in accordance with the statutory provisions.
- 6.3 Periods of delivery shall be extended by the period PTV is forced to wait for information or cooperation on the part of the Client. In the event of an extension, an appropriate period for restarting after the end of the disturbance for PTV will be considered.

- 6.4 Any reminders or time limits set by the Client shall be made in writing in order to become effective. In the event that PTV delays a Delivery, the Client shall have the right to terminate or withdraw from the Agreement only after a written respite has elapsed without success, which (except in particularly urgent cases) must amount to at least twelve (12) working days. No respite has to be granted if the Client cannot be reasonably expected to do so. Sec. 10 of these Terms of Use shall apply to any payment of damages in this context.

7 Payment, Setoff and Assignment, Retention of Title and Rights

- 7.1 Payments shall be due without deduction within the agreed periods for payment. If no period is agreed, payments shall be due upon acceptance.
- 7.2 The Client shall only be entitled to set-off claims that are undisputed or recognized by final judgment. A right of retention may only be based on counterclaims recognized by PTV or recognized by final judgement.
- 7.3 The Client may only assign claims against PTV to third parties with PTV's prior written approval, sec. 354a HGB remains unaffected.
- 7.4 In case of default, PTV will charge default interest at the rate of nine (9) percentage points above the relevant basic rate of interest valid at the time (section 247 German Civil Code). More extensive claims of PTV based on late payment shall remain unaffected. If the Client defaults on payment, PTV may refuse to perform under this Agreement until the Client has made the outstanding payment
- 7.5 The granting of rights of use to the Delivery in accordance with sec. 3 is subject to full payment of the contractually agreed fees. Until full payment of the applicable fees, PTV grants a provisional right of use which is revocable at any time. Ownership rights to the Delivery or the Data Base shall not be transferred to the Client.
- 7.6 In the event that the rights granted under sec. 3 do not arise or expire, the Client shall be obliged to return the Delivery and data provided or, if it cannot be returned, to irrevocably delete the Delivery and data. In the latter case, the Client shall provide PTV with a written assurance of the complete return or deletion.
- 7.7 The Contracting Parties are aware that the Delivery may be subject to export and import restrictions. In particular, obtaining an approval may be required, or the use of the Delivery or related technologies may be subject to restrictions abroad. The Client shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Fulfilment of the Agreement is subject to national and international regulations of export and import law or other statutory provisions.

8 Intellectual Property Rights (“IPR”) Infringements

8.1 Claims and defense against alleged IPR infringement

- 8.1.1 If a third party claims the infringement of IPR against the Client in respect of the use of the Delivery for reasons attributable to PTV, the Client shall notify PTV promptly in writing and shall leave the defense of such claims to PTV insofar as possible.
- 8.1.2 The Client shall provide all reasonable assistance to PTV in the defense.
- 8.1.3 The Client shall not be entitled to conclude a settlement with claimants, nor to acknowledge their claims, without PTV’s prior written approval.

8.2 Rectification

- 8.2.1 Insofar as IPR of third parties have been infringed by the Delivery for reasons attributable to PTV, PTV may choose to rectify the situation in such a way that the Client is able to continue to make full use of the Delivery. In this respect PTV has the following options:
- PTV may obtain a license sufficient for the purposes of this Agreement from the third party that holds the infringed IPR, in favor of the Client; or
 - PTV may update, modify or replace the Delivery that infringes IPR such that the modifications have no impact on the functionality of the Delivery, or an impact that is acceptable to the Client.
- 8.2.2 The Client may require a different form of rectification if the impact on the functionality of the Delivery is reasonably considered significant.

9 Acceptance

- 9.1 From the time the Delivery is made available to the Client, the Client shall have two (2) weeks to declare acceptance of the Delivery to PTV in writing. Such declaration may only be refused if the Delivery has a material defect. If the Client is of the opinion that there is a material defect that prevents acceptance, the Client shall state such circumstance within the acceptance period.
- 9.2 Acceptance shall be deemed to have been declared if
- the Client is in possession of the Delivery for more than two (2) weeks; or
 - the Delivery is in productive use; or
 - the Client pays the agreed remuneration in full,
- unless the Client has previously reported material defects in writing.

10 Liability, Compensation for Damages

- 10.1 PTV shall only be liable in accordance with the following provisions in (a) to (e):
- a) PTV shall be liable without limitation for damages caused by intent or gross negligence by PTV, its legal representatives or executives as well as for damages caused by intent by other vicarious agents; for gross negligence of other vicarious agents, liability shall be determined in accordance with the provisions for slight negligence listed below in (e).
 - b) PTV shall be liable without limitation for damages caused by intent or gross negligence by PTV, its legal representatives or executives as well as for damages caused by intent by other vicarious agents; for gross negligence of other vicarious agents, liability shall be determined in accordance with the provisions for slight negligence listed below in (e).
 - c) PTV shall be liable for damages caused by the absence of assured features up to the amount which was covered by the purpose of the assurance and which was recognizable for PTV when the assurance was given.
 - d) PTV shall be liable for damages resulting from product liability according to the provisions of the German Product Liability Act.
 - e) PTV shall be liable for damages resulting from the violation of material obligations by PTV, its legal representatives or vicarious agents; material obligations are the essential obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfilment of which the Client may rely. If PTV has violated these material obligations through slight negligence, its liability shall be limited to the amount which was foreseeable for PTV at the time of the respective performance.
- 10.2 PTV shall only be liable for the loss of data up to the amount which would have been incurred if the data had been properly and regularly backed up for the purpose of restoring them.
- 10.3 Any further liability on the part of PTV is excluded.
- 10.4 Claims for damages and reimbursement of futile expenses shall become statute barred one (1) year after acceptance, in the case of partial deliveries one (1) year after partial acceptance of the defective part of the Delivery. Excluded from this are claims for damages due to injury to life, body or health and/or claims for damages due to damage caused by gross negligence or intent by PTV or one of its vicarious agents. In this respect, the statutory limitation periods apply.

11 Rectification of Defects and Unjustified Notification of Defects

- 11.1 The Client shall report all defects by concretely describing them to a reasonable extent. Upon PTV's request, the Client shall provide missing information and information required for the rectification of the defect.

- 11.2 PTV may charge the Client for all expenses caused by delayed, improper, incorrect or incomplete defect reports. This does not apply if the Client can show that it did not cause such expenses in such a way that they can be traced back to the Client.
- 11.3 PTV shall rectify defects at its own discretion by subsequent improvements or delivery of a replacement within a reasonable period of time if and insofar as the selected form of rectification of defects is acceptable to the Client. Such rectification of defects may also include the implementation of a workaround solution.
- 11.4 If PTV does not successfully rectify defects within a reasonable period of time, the Client shall grant two (2) reasonable extensions of at least two (2) weeks ("**Extension Period**") to PTV in order to properly rectify the defects.
- 11.5 If PTV does not successfully rectify the defects during the Extension Period, the Client may, at its own discretion, reduce the remuneration or terminate the relevant Agreement, except where the defect is only of insignificant nature.
- 11.6 Claims for damages and reimbursement of expenditure arise solely within the limits set out in sec. 10. The Client shall not have the right to rectify a defect itself and demand compensation for costs accrued for such rectification.
- 11.7 The Client does not have to grant periods for rectification which are unreasonable for the Client. This is especially the case if PTV has seriously and resolutely refused to rectify the defect.
- 11.8 The Client shall not make any claims regarding defects if these defects were caused by improper use of the Delivery or use contrary to the Agreement or by modification, integration, parameterization or script processing carried out by the Client, unless the Client is able to prove that these defects were not caused by such circumstances.
- 11.9 If the analysis of a defect reported by the Client reveals that the defect does not exist, then PTV is entitled to charge the Client for the expenses incurred for the analysis and processing of the reported defect, unless the Client was unable to recognize that there was no defect attributable to PTV.

12 Data Protection

If the Client provides personal data, the Client alone shall be responsible for ensuring that each individual person concerned has agreed to his/her data being processed, or that there is statutory authorization to this effect. The Client shall always remain the sole party responsible for 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 arising out of a violation of data protection laws, unless the Client can prove that it is not responsible for this violation.

13 Audit

PTV shall be entitled to have the Client's conformity of the agreed scope of use of the Delivery and its actual use examined. The examination may only be carried out by an expert who is also bound to confidentiality vis-à-vis the Client, who is not bound by the Client's instructions and who may only disclose information to PTV if and to the extent that a licensing breach is detected and that such information is necessary for the enforcement of such licensing breach. In particular, the expert shall not be entitled to disclose any information at all if the licensing breach has been admitted and corresponding claims for damages have been satisfied. The Client must be given at least two (2) week's written notice of any such examination.

14 Changes to these Terms of Use

PTV shall notify the Client of any changes to these Terms of Use in writing, by facsimile or email. Where the Client does not object to such changes within six (6) weeks from the date of receipt of the notice, the changes are deemed to have been consented to. In the event of any amendment to these terms, the Client's attention is specially drawn to its right of objection and to the legal consequences of silence. In the event that the Client objects within the six-week period, the contractual relationship shall be continued under the previously applicable conditions. If an objection is raised, PTV shall be entitled to terminate the contractual relationship existing with the Client with one (1) months' notice.

15 Governing Law, Venue, Written Form

- 15.1 The law of the Federal Republic of Germany to the exclusion of the German rules on conflict of laws and the UN CISG dated 11 April 1980 applies to the Agreement and all legal relations between PTV and the Client.
- 15.2 If the Client is a Merchant, a legal person governed by public law or a legal entity governed by public law, or if the Client has no venue within Germany, the venue for all disputes arising under or in connection with the Agreement is the registered office of PTV GmbH.
- 15.3 The Contracting Parties agree to bring all disputes arising out of or in connection with the Agreement, Agreement extensions or supplements before the Conciliation Office of the German Association of Law and Informatics (Deutsche Gesellschaft für Recht und Informatik e.V.) (<http://www.dgri.de/>) to be settled, fully or in part, provisionally or finally, in accordance with the Conciliation Rules valid at the time such dispute is brought before the Conciliation Office. The summary proceedings for a payment order remain admissible, without prior initiation of conciliation proceedings.

The limitation period for any claim relating to the facts brought before the Conciliation Office shall be suspended from the date such conciliation request is docketed until the conciliation proceedings are concluded. Sec. 203 German Civil Code shall apply.

If no conciliation is achieved or arbitration fails, the Contracting Parties shall turn to a court of general jurisdiction.

- 15.4 Simple electronic form (email or fax) is sufficient to satisfy any written form requirement stipulated in these Terms of Use; this does not apply to notices of termination or withdrawal which shall always require delivery of an original document signed by the respective Contracting Party.

Short title	License Agreement PTV Mobility Models
Version of the contract template	1.0.2 dated 2023-06-12