

General Terms and Conditions of PTV Group

§1. Subject Matter of the Agreement

- 1.1. These General Terms and Conditions (hereinafter referred to as “**GTCs**”) apply to contracts between PTV Planung Transport Verkehr GmbH or an affiliated company (hereinafter referred to as “**PTV**”) and a customer or other contracting partner (hereinafter referred to as “**Client**”). Subject to these General Terms and Conditions, the undersigned company of the PTV Group and the Client shall conclude individual contracts, (hereinafter also referred to as “**Contracts**”). Unless expressly agreed otherwise, the contracts consist of the GTCs and the PTV offer accepted by the Client. These GTCs apply in particular to contracts for the following services:

- Delivery of standard software and transmission of data;
- Customization, installation and adaptation of standard software;
- Consulting services;
- Software maintenance and support;
- Development of individual software;
- Sale of hardware, in particular the supply of devices for traffic management.

The specific subject matter of the contract is described in PTV’s non-binding offer.

- 1.2. The GTCs do not apply
- to PTV Cloud Services, i.e. cloud-based software and data that PTV provides to the customer via the Internet. Separate Terms of Use apply to PTV Cloud Services, which are made available to the Client as part of the registration process.
 - in the case of contractual agreements where PTV is the purchaser of goods or services. The General Terms and Conditions of Purchase of PTV or other separate contractual agreements concluded between PTV and the respective contractual partner shall apply to these contracts.

§2. Permanent Provision of Standard Software

- 2.1. If the permanent transfer of standard software is agreed for a one-time fee, PTV shall transfer this standard software to the Client in accordance with the agreements in the individual contract and in accordance with the terms of the End User License Agreement for PTV Software (hereinafter referred to as “**EULA**”) and make it available to the Client. Unless another intended use has been agreed, PTV grants the Client the non-exclusive, transferable, permanent, irrevocable and irredeemable right, with the limitation of clause 2.2, to use the standard software, in particular to store it permanently or temporarily and to load it, display it and have it run, without any local restrictions in accordance with the product description of the hardware and software environment. This also applies to necessary reproductions.
- 2.2. If the Client exercises its right to transfer the right of use, the Client must impose its contractual obligations with regard to the content and scope of the rights of use on the third party. The Client’s right of use expires with the transfer.
- 2.3. The Client is entitled to create a copy of the standard software for backup purposes.

§3. Development of individual software

- 3.1. If the development of individual software or the adaptation of software has been agreed, PTV shall provide the service on the basis of a contract for work and services.
- 3.2. The services may include, in particular, the adaptation of transferred or provided software at source code level, the customization of such software or the creation and permanent transfer of individual software.
- 3.3. The object of the service is the preparation of the necessary documentation and specifically coordinated training measures for use.

- 3.4. Unless otherwise agreed in writing, PTV grants the Client the following agreed rights upon delivery or assignment, subject to the respective installment payment or final payment or acceptance of the service: PTV grants the Client the non-exclusive, non-commercially sublicensable, non-locally restricted, transferable, permanent, irrevocable right of use in the agreed hardware and software environment to use the individual software in the original or in modified, translated, edited or redesigned form as intended. The intended use results from the individual contract and does not constitute a guarantee of quality. In this context, PTV grants the Client the right, with regard to the individual software in its original or modified, translated, edited or redesigned form,
- to use this, i.e. to save or load it permanently or temporarily, to display it and
 - to run it, including to the extent that reproductions are necessary for this purpose,
 - to modify, translate, edit or otherwise alter it,
 - to save, reproduce, develop, publish, distribute in physical or intangible form, in particular nonpublicly and reproduce except for the source code, for non-commercial purposes on any known medium or in any other way, including by means of image, sound and other information media,
 - with the exception of the source code, to use the individual software in databases, data networks and online services and to make it available to users of these for retrieval by means of agreed tools for non-commercial use for download,
 - to have third parties use or operate it for the Client,
 - to use it for the purpose of providing services to third parties.

The right of use relates to the individual software, in particular the object code and source code as well as the associated documentation and materials.

- 3.5 The right to edit existing software components is excluded insofar as PTV only assigns them to the Client in the object code and there is no statutory right to edit. In these cases, PTV shall enable the Client to create executable individual software with appropriately qualified personnel from the pre-existing software components provided in the object code and the custom software – provided in the source code.
- 3.6 If the Client makes use of its right to transfer, it must impose its contractual obligations with regard to the content and scope of the right of use on the third party. PTV's liability to third parties in connection with sublicensing or re-distribution is excluded. This also applies to claims for defects asserted by the third party against PTV or by the Client for the third party against PTV. Insofar as the Client transfers rights of use to third parties, it shall no longer be entitled to use them, with the exception of a copy for review and archiving purposes.

§4. Software Maintenance and Support

If the provision of software maintenance and support has been agreed, this shall take place in accordance with the non-binding offer of PTV and the Service Level Agreements of PTV. Further development or adaptation of the software to the Client's environment is not the subject of the service.

§5. Sale of Hardware

- 5.1. If the sale of hardware has been agreed, the Client shall purchase the hardware specified in more detail in the individual contract. Details of the object of purchase are regulated in the individual contract.
- 5.2. The hardware scope of delivery includes instructions for setting up and installing the hardware in paper form as well as a user manual in electronic form. The user manual and any other documentation can be provided on a download portal, which allows the stored data to be permanently downloaded to other data carriers and the file contents to be printed out. The Customer is permitted to produce or have produced any number of copies for the use of the hardware within the scope of its company activities.
- 5.3. Where applicable, the hardware is delivered with pre-installed operating system software and standard drivers. PTV warrants that it has acquired sufficient rights of use for the operating system software and standard drivers supplied in order to grant the Client simple, non-transferable rights of use unlimited in time and space in connection with the delivered hardware.

- 5.4. Setting up, installation, instruction, training, maintenance of the operating system software and the standard drivers as well as maintenance and repair of the hardware are not the subject of this agreement. PTV may offer these services at the request of the Client with a separate agreement.
- 5.5. Changes to the specifications may result from changed requirements of the Client or changed product standards. Either party may request the adjustment of the specifications within a reasonable period of time. The other contracting party must be given a reasonable and sufficient period of time to examine the change request. If the other party also does not raise justified objections to the change request within a further reasonable grace period, the changes shall be agreed on the otherwise unchanged conditions and shall become part of the contract.

§6. Place of Performance, Transfer of Risk, Shipping

- 6.1. Unless otherwise agreed, the place of performance shall be PTV.
- 6.2. PTV shall provide the Client with the service for collection at the agreed delivery time or inform the Client that it is ready for collection. In the case of delay in collection by the Client, the risk of accidental loss or accidental deterioration shall pass to the Client.
- 6.3. If PTV ships the item sold at the Client's request, the risk of accidental loss and accidental deterioration shall pass to the Client upon delivery or the respective partial delivery to the freight forwarder, carrier or other person or institution appointed by the Client to carry out the shipment.
- 6.4. Unless otherwise agreed, the Client shall bear the shipping and packaging costs.

§7. Times of Performance, Availability of Goods and Delays

- 7.1. Deadlines and dates for deliveries and services shall be deemed non-binding, unless a fixed deadline or a fixed date has been expressly promised or agreed. All binding service dates require the written consent of PTV. Partial deliveries are permitted if the Client can make reasonable use of them. Binding performance dates require that the Client has provided the contractually owed remuneration in full.
- 7.2. PTV shall not be liable for impossibility of delivery or for delivery delays insofar as these are due to force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, legal lockouts, shortage of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the nondelivery, incorrect or late delivery by suppliers despite a congruent cover transaction concluded by PTV), and for which PTV is not responsible. Insofar as such events make the delivery or service significantly more difficult or impossible for PTV and the impediment is not only temporary, PTV is entitled to withdraw from the contract. In the event of temporary impediments, the delivery or service deadlines shall be extended or postponed by the period of the impediment plus a reasonable start-up period. Insofar as the Client cannot be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to the Vendor.
- 7.3. The delivery or performance dates shall also be extended by the period during which PTV is obliged to wait for full payment of the remuneration, information or cooperation on the part of the Client, plus a reasonable start-up period.
- 7.4. All reminders issued by the Client and deadlines set must be in writing. After the first period has expired without success, the Client shall set PTV a further reasonable period in writing (grace period). PTV shall only be in default of its performance obligation after the unsuccessful expiry of the grace period. In the event that PTV is in default of delivery, the Client has the right to terminate or withdraw from the contract. No grace period shall be granted if this cannot be reasonably expected by the Client taking into account the specific circumstances. The regulations on compensation for damages in accordance with these GTCs must be observed.

§8. Duty to Inspect and give Notice of Defects in the case of Purchase and Services under a Contract for Work and Services

- 8.1. The Client shall examine the delivered hardware, software or work, including the documentation, within fourteen (14) calendar days of delivery, in particular with regard to the completeness of the data carriers and manuals as well as the basic functionality. Defects that are identified or can be identified in this context must be reported to PTV in writing within a further eight (8) working days using the form enclosed with the documentation. The notification of defects must contain a description of the defects in as much detail as possible. The specifications of the defect form must be observed. A notification of defects can also be submitted in electronic form by e-mail to the

contact address communicated by PTV. In this case, however, it is only effective if PTV also confirms receipt by e-mail. Insofar as a work is involved, the parties may agree on additional or supplementary acceptance obligations. The provisions of the EULA must be observed. In the event of an objection, the provisions of the EULA shall take precedence.

- 8.2. Defects which are not detected in the course of the due diligence described must be reported within eight (8) working days of discovery in accordance with the notification requirements set out in clause 8.1.
- 8.3. In the event of a breach of the obligation to inspect and notify, the hardware, software or work shall be deemed to have been approved in view of the defect in question.

§9. Rectification of Defects

- 9.1. PTV shall rectify defects at its own discretion by rectification or subsequent delivery within a reasonable period of time. PTV is entitled to provide the Client with a solution that includes the essential service components on a transitional basis.
- 9.2. If PTV fails to remedy defects within a reasonable period, the Client shall grant PTV two (2) reasonable extensions of at least two (2) weeks each (hereinafter referred to as “**extension period**”) in order to properly remedy the defects. This does not apply if the granting of an extension period would unreasonably disadvantage the Client, is unreasonable or PTV has seriously and definitively refused to remedy the defect.
- 9.3. If PTV is unable to successfully rectify defects even during the extension period, the Client may reduce the remuneration or withdraw from the contract in question. There is no right of withdrawal in the event of insignificant defects.
- 9.4. Claims for damages and compensation for expenses shall remain unaffected in the event of a definitively failed rectification of defects.
- 9.5. The Client is not entitled to carry out the rectification of defects itself or to commission third parties and subsequently claim reimbursement for the costs incurred for this rectification.

§10. Copyright and Intellectual Property

- 10.1. All software, documentation, data and other articles provided to the Client (hereinafter collectively referred to as “**Protected Articles**”) are subject to copyright protection and may be protected by other intellectual or industrial property rights. As a precaution, the contracting parties hereby contractually stipulate that the protected articles shall be subject to the provisions of copyright law. For the relationship between the contracting parties, PTV shall have the exclusive rights to all protected articles.
- 10.2. The Client shall receive a non-exclusive license for the use of the protected items. With regard to software, the terms and conditions of the EULA apply in their respectively valid version, which can be accessed at <https://www.ptvgroup.com/en/legal-documents/end-user-license-agreement>

§11. General Cooperation with the Client, Project Meetings and Minutes

- 11.1. The Client shall provide the hardware, operating system, basic software and telecommunication facilities and ensure the necessary number of available personnel. The Client shall provide PTV with all information required for the execution of the deliveries in good time. To the extent necessary for the performance of the relevant deliveries, the Client shall grant PTV access to the business premises during normal business hours.
- 11.2. The Client shall establish remote access to all its IT systems on which PTV deliveries are operated and installed.
- 11.3. The Client shall take appropriate safety precautions in the event that the deliveries are not carried out properly in part or as a whole. These precautions include regular data backups, the performance of constant fault diagnoses, inspections, etc. Before installing any delivery on its IT systems, the Client shall create a complete backup of its database.
- 11.4. In the case of project meetings, PTV is entitled to prepare minutes. The content of these minutes shall become binding if the Client does not object in writing within fourteen (14) calendar days of receipt of the minutes.

§12. Payment, Set-off, Retention of Title and Rights

- 12.1. Payments shall be due without deduction within the agreed periods for payment. If there is no agreed period, payments shall be due immediately.
- 12.2. Unless otherwise agreed, the prices stated in the Order Form or Offer do not include any other taxes, customs duties or any other deductions or charges levied by any tax office or any other organization anywhere in the world. If the Client is required by law to deduct or withhold taxes from any amount payable, the amount payable shall increase to the extent necessary for PTV to receive, after making all required deductions and withholdings, a payment equal to the amount which PTV would have received without such deductions or withholdings. PTV will support the Client in order to achieve any withholding tax reduction under an applicable double taxation agreement.
- 12.3. In the event of default, PTV shall invoice default interest in accordance with the statutory regulation of Section 288 German Civil Code (BGB), currently in the amount of nine (9) percentage points above the relevant base interest rate in accordance with Section 247 German Civil Code valid at that time. Further claims of PTV due to late payment shall remain unaffected.
- 12.4. If the Client is in default of payment, PTV may refuse to fulfill this contract until the Client has made the outstanding payments. For the avoidance of doubt, PTV shall not be in default of its own performance obligations during this period.
- 12.5. The ownership rights and rights of use to the deliveries shall only pass to the Client upon full payment of all contractual obligations. The time of payment is when it is credited to PTV. Until full payment has been made, the Client shall only have a provisional, revocable, non-exclusive right of use at any time.
- 12.6. If PTV revokes the rights of use, PTV shall be entitled to demand the return of the deliveries from the Client or, if these cannot be returned, the irrevocable deletion of the deliveries. This also applies to copies or other reproductions made by the Client. In this case, the Client shall issue a written assurance to PTV regarding the complete return or deletion.
- 12.7. The Parties are aware that PTV's deliveries may be subject to export and import restrictions. In particular, there may be licensing obligations or the use of the software or associated technologies abroad may be subject to restrictions. 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. PTV's performance of the contract is subject to the condition that there are no obstacles to performance due to national and international provisions of export and import law or other legal provisions.

§13. Infringements of Third-Party Property Rights

- 13.1 If a third party asserts claims against the Client due to the infringement of its intellectual property rights in connection with the use of the delivery for reasons that can be attributed to PTV, the Client shall immediately inform PTV in writing and leave the defense of the claim to PTV, to the extent possible. The Client shall support PTV in its defense against the claim in an appropriate manner. The Client is not entitled to conclude a settlement with the third party with regard to the aforementioned violations or to recognize the third party's claim without the consent of PTV.
- 13.2. Insofar as property rights of third parties are infringed by the delivery and PTV is responsible for this, PTV is free to:
 - obtain sufficient rights of use for the purposes of the contract for the benefit of the Client; or
 - change the delivery or replace it – in particular with a new version or another PTV product – in such a way that it no longer infringes the industrial property rights of third parties, if and to the extent that this does not significantly impair the functionality of the delivery.
- 13.3 If subsequent performance is impossible for PTV or is only possible under disproportionate conditions, PTV shall be entitled to withdraw the affected deliveries in return for reimbursement of the remuneration paid. PTV shall grant the Client a reasonable grace period, unless this is only possible under unreasonable legal or other conditions.
- 13.4 This shall not affect the Client's other claims, e.g. for withdrawal, reduction and damages.

§14. Liability, Damages

14.1. PTV shall only be liable in accordance with the following provisions in (a) to (e):

- a) PTV shall be liable without limitation for damage caused intentionally or through gross negligence by PTV, its legal representatives or executives, as well as for damage caused intentionally by other vicarious agents; for gross negligence on the part of other vicarious agents, the liability shall be determined in accordance with the provisions for slight negligence listed below in (e).
 - b) PTV shall be liable without limitation for damage caused intentionally or negligently as a result of injury to life, limb or health by PTV, its legal representatives or vicarious agents.
 - c) PTV shall be liable for damages due to lack of guaranteed properties up to the amount that was covered by the purpose of the guarantee, and which was recognizable to PTV at the time the guarantee was given.
 - d) PTV is liable for product liability damage in accordance with the provisions of the Product Liability Act (ProdHaftG).
 - e) PTV shall be liable for damages resulting from the breach of cardinal obligations by PTV, its legal representatives or vicarious agents; cardinal obligations are the essential obligations that form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfillment of which the Client relies on and may rely. If PTV has breached these cardinal duties through slight negligence, its liability is limited to compensation for the foreseeable, typically occurring damage.
- 14.2 PTV is only liable for the loss of data up to the amount that would have been incurred if the data had been properly and regularly backed up for restoration.
- 14.3 Any further liability of PTV is therefore excluded.
- 14.4 All claims against PTV for damages or compensation for wasted expenses arising from contractual or statutory liability shall lapse after a period of one year, unless PTV has fraudulently concealed the defect. The start of the limitation period is determined in accordance with Section 199 para. 1 German Civil Code.

§15. Confidentiality and Secure Storage

- 15.1. The Client is obliged not to disclose to third parties any confidential information (including trade secrets) that it becomes aware of in connection with this contractual relationship and its implementation. “**Confidential information**” means information that is marked as confidential or whose confidentiality arises from the specific circumstances and is identifiable as confidential to an objective third party, regardless of whether it was communicated in written, electronic, physical or verbal form. Non-Confidential Information in the above sense is information that
- a) was obvious at the time of transmission or were known to the Client or became known subsequently;
 - b) has been made available to the Client by third parties without breach of law; or
 - c) the Client has developed itself without using confidential information.
- 15.2 The Client is prohibited from obtaining confidential information by means of reverse engineering. “Reverse engineering” means all actions, including observation, testing, investigation and disassembly and, if necessary, reassembly, with the aim of obtaining confidential information.
- 15.3 The confidentiality obligation in accordance with clause 15.1 shall not apply if the Client is obliged to disclose the Confidential Information by law or due to an existing or legally binding decision of an authority or court. In this case, the Client shall immediately inform of the obligation to disclose. In addition, the Client shall make it clear in the course of disclosure that, if this is the case, it is a trade secret and shall work to ensure that the provisions of Sections 16 et seq. of the Protection of Trade Secrets Act (GeschGehG) are applied.

§16. Contractual penalty

The Client shall pay to PTV for each instance of a culpable breach of the obligations pursuant to these GTCs, particularly, but not limited to, the illegitimate use or exploitation of Deliveries and/or a breach of the duties of Secrecy and Safekeeping, a reasonable contractual penalty to be determined by PTV and verified as to its reasonableness by the competent court in case of dispute. PTV reserves the right to claim further damages and to exercise any other rights related to such breach.

§17. Miscellaneous

- 17.1. Amendments and additions to the GTCs must always be made in writing. This provision also applies in the event of a waiver of the requirement for the written form. Insofar as written form is provided for in these GTCs, the written form in accordance with Section 126 German Civil Code and the electronic form in accordance with Section 126a German Civil Code shall apply. An exception applies to the initiation and confirmation of orders; in these cases, text form is sufficient.
- 17.2. The Client is only entitled to offset claims that are undisputed or have been finally and legally established. The Client is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
- 17.3. The Client is not entitled to assign claims against PTV to third parties. If the Client is a merchant, this does not apply to the assignment of monetary claims. "Merchant" for the purposes of these Terms and Conditions means any legal entity that carries out a trade or is considered a merchant in accordance with the provisions of the law.
- 17.4. PTV expressly rejects the inclusion of the Client's General Terms and Conditions. These shall also not become part of the contract if the Client refers to the Client's General Terms and Conditions of Business in its communication. Anything else shall only apply if PTV expressly agrees in writing to other contractual terms.
- 17.5. Even if no further notice is given at the time of conclusion of further contracts within the scope of clause 1.1, the GTCs shall apply to the new contract in the currently valid version, unless otherwise agreed in writing.
- 17.6. These GTCs apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code.
- 17.7. Guarantees are only expressly granted by PTV. Representations in test programs, product or project descriptions expressly do not contain any guarantees or quality promises.

§18. Refraining from influencing and recruiting

For a period of two (2) years from the conclusion of the contract, the Client shall refrain from the following activities and shall ensure that its subsidiaries also refrain from these activities:

- a) influencing or attempting to influence customers, suppliers, consultants or other third parties who are in a contractual or other business relationship with PTV or a PTV subsidiary for the purpose of terminating or ending such relationship or reducing goods or services provided under such relationship; and
- b) recruitment or attempted recruitment of any current or future members of the Management Board, executives or employees of PTV Planung Transport Verkehr GmbH or its affiliated companies.

§19. Applicable law, place of jurisdiction

- 19.1. The following shall apply to this contract and to any dispute, claim or litigation arising out of or in connection with this contract, including questions of origin or validity: The decisions should be made in accordance with the legal rules of the Unidroit Principles of International Commercial Contracts 2016 (www.unidroit.org, there under instruments/commercial contracts) and with regard to matters not covered by these principles, in accordance with the law of the Federal Republic of Germany.
- 19.2. All disputes arising out of or in connection with this contract, in particular regarding its formation, validity, liability, interpretation, performance, breach or termination, as well as non-contractual claims, shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed pursuant to these Rules. The place of arbitration shall be Frankfurt am Main, Germany, and the language of the arbitration shall be English.