PTV GROUP
part of Umovity

END USER LICENSE AGREEMENT FOR PTV SOFTWARE

Short title	End User License Agreement for PTV Software
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This End User License Agreement (“EULA”) is entered into between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Strasse 15, 76131 Karlsruhe, Germany, as licensor (“Licensor”), and the entity that receives or uses the Licensed Materials (“Customer”). The Licensor and the Customer are the parties to this EULA even where the Customer obtains the Licensed Materials from a company of the PTV Group or from an independent reseller or distribution partner, including a value-added reseller (“Reseller”).

1 Parties, Scope

1.1 This EULA is entered into between the Licensor and the Customer. The agreement under which the Customer purchases, subscribes to or otherwise receives the Licensed Materials from the Licensor, a company of the PTV Group or a Reseller is the “Commercial Agreement”.
The Commercial Agreement and this EULA are legally separate:

a) the Commercial Agreement governs the commercial supply, including price, payment, delivery, warranty, remedies, liability, governing law and dispute resolution; and

b) this EULA governs the scope and restrictions of the licence, Intellectual Property Rights, copying, transfer, reverse engineering, technical protection measures and licence audits.

Where the Customer purchases through a Reseller, the Reseller remains solely responsible for its obligations under the Commercial Agreement.

Notwithstanding lit. a), governing-law, jurisdiction and dispute-resolution provisions in the Commercial Agreement or any other document amend Section 15.1 only where they expressly identify this EULA and the Licensor has expressly accepted them in writing.

1.2 The limitations, exclusions and protections granted to the Licensor under this EULA shall apply correspondingly in favour of the Licensor’s licensors, affiliated companies, service providers and suppliers.
The Customer shall indemnify such persons only to the extent that a third-party claim arises from a breach of this EULA for which the Customer or its authorised users are responsible.

1.3 This Agreement shall cover any software including updates and patches (“Software“), data and other information of PTV delivered to the Customer in a tangible (e.g., on a data carrier) or intangible (e.g., via download or other electronic transfer) form, whether protected by copyright or not, in any format (source code, object code, etc.) (collectively, the “**Licensed Materials**“). The Licensed Materials shall also include without limitation, all user documentation regarding the use of the Software, such as user guides, technical documentation, translation and/or other material (the “Documentation”).

1.4 The licence applies to the version of the Licensed Materials supplied under the Commercial Agreement and to any update, patch, service pack or new version that the Licensor makes available under:

a) a warranty obligation;

b) a maintenance and support agreement; or

c) another applicable entitlement.

The Customer may use an update only after it has been lawfully made available and all applicable fees have been paid.

Unless otherwise stated in the Commercial Agreement, an update replaces the corresponding earlier version and is subject to this EULA.

1.5 The Customer is responsible for the purchase or licensing of all additional equipment and software necessary to install and operate the Licensed Material as detailed by PTV, if applicable. Updated versions of the Licensed Material may require additional equipment and/or software, as well as updated versions of the equipment and software. Purchase or licensing of these items, if required, is solely the Customer’s responsibility.

2 Intellectual Property Rights, License

2.1 All right, title, interest and intellectual property rights in the Licensed Materials (including but not limited to, copyrights, trademarks, service marks, patents, trade secrets, and ancillary rights) shall solely vest in PTV or its licensors.

2.2 PTV reserves the right to technically protect the Licensed Materials against illegitimate copying, use or distribution with security devices such as dongles, passwords or similar protections.

2.3 Subject to the Commercial Agreement and payment of the applicable fees, the Licensor grants the Customer a non-exclusive, non-sublicensable and non-transferable license, except as expressly permitted in this EULA, to use the Licensed Materials for the Customer's internal business purposes. The Customer agrees to uphold any contractual provisions and restrictions regarding the use of the Licensed Materials (e.g., limitation of the number of users, installations, term, territory area, scope, etc.) and agrees to use adequate technical measures to ensure compliance with such provisions and restrictions. The License granted to the Customer may be granted for a limited period of time ("**Subscription**") or for an unlimited period of time ("**Perpetual License**").

2.4 A Subscription shall continue for the subscription term specified in the Commercial Agreement and may be suspended or terminated only in accordance with the Commercial Agreement and this EULA. A Perpetual Licence shall be perpetual and may be terminated only for a material breach of this EULA that remains uncured after any applicable cure period or where termination is otherwise expressly permitted by the Commercial Agreement. The applicable user, installation, territory, capacity and other license metrics are stated in the Commercial Agreement. The Parties may agree on further restrictions regarding the duration, territory, and scope of the License. The Customer shall be responsible and liable for any and all obligations hereunder and any acts and/or omissions of any users of the License.

2.5 The Customer's right to use the Software is limited to the object code version only and shall not include the source code. PTV shall not be under the obligation to provide the Customer with any source code.

2.6 PTV reserves all rights not expressly granted to the Customer hereunder, and any use of the Licensed Materials not explicitly allowed in this License Agreement is subject to the prior written consent of PTV, which PTV may give in its sole discretion.

3 Usage and Copy Restrictions

3.1 The Customer has the right to make one copy of the Licensed Materials solely for its own security backup purposes. Any backup copy must be stored safely and must be labeled with a correct copyright notice, which may not be removed, altered or inhibited. The Documentation may only be copied for the Customer's internal purposes as necessary for use of the Licensed Materials.

3.2 The Customer shall not decompile, disassemble, reverse engineer, decrypt or otherwise attempt to derive the source code of the Licensed Materials.

This restriction shall not apply to the extent that:

a) the activity is expressly permitted by mandatory applicable law; and

b) the Customer has first requested from the Licensor the information reasonably required to achieve the legally permitted purpose and the Licensor has not provided it within a reasonable period.

Information obtained through a legally permitted activity may be used only for the purpose authorised by applicable law and may not be disclosed except as legally required.

Any attempt to do so is a violation of the rights of PTV and/or of its licensors. The Customer may not rent, lease, lend, redistribute, sublicense, or outsource the Licensed Materials, or offer them as a software-as-a-service, or make the Licensed Materials available on a public network.

3.3 The Customer shall not disclose, transfer, resell or distribute passwords, user accounts, licence keys, dongles or other security credentials, except to authorised users who require them for the permitted use of the Licensed Materials.

The Customer may combine outputs of the Licensed Materials with third-party applications or data where:

a) this is permitted by the Documentation and the Commercial Agreement;

b) the Customer complies with applicable third-party licence terms; and

c) the combination does not make the Licensed Materials or protected PTV data available to an unauthorised third party.

4 Transfer of Licensed Materials

4.1 The Licensed Materials and any accompanying dongles are valid for use solely within North America and may not be transferred to locations outside of North America without PTV's prior written consent.

4.2 Except upon PTV's written consent and except as expressly set forth herein, the Customer may not transfer the Licensed Materials. Any permitted transfer is subject to the following provisions:

a) The Customer may only transfer the whole License and installation of the Licensed Materials, and may not transfer any portion of such License, such as particular usage rights for a contractually agreed number of users, transactions, or items, etc. If the Licensed Materials are to be installed on a server and run on a designated number of Customer computers, the Customer may not transfer usage rights for a number of Customer computers without transferring the server installation.

b) Dongles may only be sold or imparted along with the associated Licensed Materials.

c) Any transfer must be of permanent nature, i.e., without any option or claim of the Customer to receive the Licensed Materials back after a fixed or variable period of time.

d) The transferee of the Licensed Materials must agree in writing to uphold all of the terms and conditions of this Agreement.

e) The Customer must notify PTV in writing of any such requested transfer and provide PTV with the details regarding the transferee.

5 Commencement and Termination

5.1 The licence shall commence on the date specified in the Commercial Agreement, subject to payment of the applicable fees.

Where the Licensor permits use before payment, the licence shall remain conditional until payment has been received.

5.2 The Licensor may use licence-management technology to verify the licence version, licence term, maintenance entitlement, functionality, capacity, number of users and licence type.

Licence-management technology shall be used in accordance with the applicable privacy notice and shall not collect Customer content except where reasonably necessary for licence verification.

5.3 A Subscription shall end automatically at the end of the agreed Subscription term without the need for termination. A renewal shall take place only where expressly agreed in the Commercial Agreement.

The Licensor may terminate a licence for a material breach of this EULA where:

a) the breach is not capable of cure; or

b) the Customer fails to cure the breach within thirty days after written notice.

The Licensor may suspend a licence immediately where reasonably necessary to prevent material infringement, unauthorised use, a security risk or a violation of applicable law.

5.4 Following expiration or termination, the Customer shall cease using the affected Licensed Materials and shall return, delete or destroy all affected copies, licence devices and materials.

On reasonable request, an authorised representative of the Customer shall confirm completion in writing.

5.5 Termination shall not entitle the Customer to a refund except:

a) as expressly provided in the Commercial Agreement;

b) where the Licensor terminates without Customer breach; or

c) where a refund is required by applicable law.

6 Confidentiality

Confidentiality obligations contained in the applicable Commercial Agreement shall also apply to this EULA.

Irrespective of the Commercial Agreement, the Customer shall protect:

a) non-public elements of the Licensed Materials;

b) source-code-related information;

c) licence keys and technical protection mechanisms; and

d) non-public technical documentation

using at least reasonable care and shall use them solely as permitted by this EULA.

Information that is publicly available without breach, lawfully known without restriction, lawfully received from a third party or independently developed shall not be Confidential Information.

7 Trial License and Academic License

7.1 PTV may provide the Customer with a version of the Licensed Material for testing purposes ("**Trial License**"). Any rights to use such Trial License shall end, at the latest, ninety (90) days after its installation, 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.

7.2 PTV may provide specific users such as students or academic institutions with specific versions of the Licensed Material for research, teaching or training purposes ("**Academic License**"). Any commercial use of the Academic License is excluded.

7.3 PTV may collect usage data to verify and monitor the compliance with sec. 7.1 and 7.2. Any such collection shall be compliant with the terms available at https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Framework-Agreement/Annex6-Data_Privacy/Annex_6_1_Product_Specific_Data_Privacy_Statement/Data_Privacy_Statement_PTVVision.pdf.

7.4 Notwithstanding the provision in sec. 4, the Customer may not transfer a Trial License or an Academic License to a third party.

8 Payment; Audit Rights

8.1 Fees, invoicing, payment, taxes, payment default and suspension for non-payment shall be governed exclusively by the Commercial Agreement.

This EULA does not create a separate payment obligation in favour of the Licensor where the Customer purchased the Licensed Materials from a Reseller or another company of the PTV Group.

8.2 During the term of this Agreement and for a period of two (2) years thereafter (the "**Audit Period**"), the Customer agrees to keep and maintain complete and accurate records sufficient to verify Customer's compliance with the terms of this Agreement, including without limitation, payment of applicable fees ("**Records**"). During the licence term and for two years thereafter, the Customer shall maintain records reasonably sufficient to verify compliance with the agreed licence metrics.

The Licensor may conduct an audit:

a) not more than once in any twelve-month period, unless the Licensor reasonably suspects a material breach;

b) on at least ten business days' prior written notice;

c) during normal business hours; and

d) in a manner that does not unreasonably interfere with the Customer's operations.

The Licensor may appoint an independent auditor subject to appropriate confidentiality obligations

Any such audit will be performed during Customer's normal business hours and in a manner that does not unreasonably interfere with the Customer's normal business operations. The Customer agrees to cooperate with PTV (or its designated representative) during the conduct of any such audit.

8.3 If the audit shows that the use of Licensed Materials is inconsistent with the terms hereof or reveals underpayment by the Customer, the Customer shall promptly cure such inconsistency and/or pay any such underpaid amounts. PTV will bear the costs of the audit; provided, however, that if the audit reveals an underpayment by the Customer by more than five percent (5%), the Customer will reimburse PTV for the cost of the audit. Any other claims and remedies of PTV shall remain unaffected. Where an audit identifies under-licensing or underpayment, the Customer shall:

a) purchase the required additional licence rights;

b) pay the resulting undisputed fees to the party entitled to receive them under the Commercial Agreement; and

c) reimburse reasonable audit costs where the underpayment exceeds five percent.

Damages for breach shall be determined under the Commercial Agreement and applicable law and shall not be unilaterally determined by the Licensor.

In the event of a disagreement as to the reasonableness of the damages, the dispute will be resolved as otherwise provided for in this Agreement.

9 Limited Warranties

9.1 PTV and the Customer each represent and warrant that it has the right, power and authority to enter into, and perform its obligations under, this Agreement, and each order form or statement of work related hereto.

9.2 PTV warrants that the Licensed Material shall conform to the functional specifications and will be free of errors during the warranty period, which commences on the effective date of this Agreement and expires 90 days later. Beyond the warranty period, the obligations of PTV are as set forth any support or maintenance agreement between Customer and PTV. The following provisions apply only during the warranty period.

9.3 The Customer shall be obliged to immediately and thoroughly inspect the Licensed Material upon delivery and immediately report defects in writing. A defect may only be claimed if the Licensed Material materially deviates from the documentation for the Licensed Materials (a "**Defect**"). Any Defect shall be specifically described to PTV to the extent that is reasonable ("**Error Report**"). The Error Report shall include the following information:

a) Error message as shown, if any;

b) Screenshot of error state;

c) Steps for reproduction of error state, if available;

d) Application logs, if available;

e) System environment data (including O/S version, browser used, application server, database, etc.).

Upon request by PTV, the Customer shall provide additional information for the error analysis.

9.4 Error Reports shall be communicated to PTV promptly. Delayed reporting shall relieve PTV from any warranty obligations for the respective Defect.

9.5 The responsible supplier or Licensor may, at its option:

a) correct the defect;

b) provide a reasonable workaround; or

c) replace the affected Licensed Materials with substantially equivalent Licensed Materials.

9.6 The Customer shall provide a reasonable cure period unless:

a) cure is impossible;

b) cure has finally failed; or

c) an additional cure attempt cannot reasonably be expected.

9.7 Where cure finally fails and the defect is material, the Customer's remedies shall be governed by the Commercial Agreement.

9.8 The Customer shall not undertake self-remedy at the expense of the Licensor or commercial supplier unless expressly authorized in writing or permitted by mandatory law.

9.9 Any contractual limitation period for defect claims shall be governed by the Commercial Agreement.

Where no limitation period is stated in the Commercial Agreement, a contractual defect claim must be commenced within twelve months after delivery, activation or acceptance, as applicable.

This limitation shall not apply to fraud, wilful misconduct or a claim for which a longer period is required by applicable law.

9.10 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 9 AND IN THE COMMERCIAL AGREEMENT, THE LICENSOR DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10 Indemnification

10.1 PTV will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Software or the Customer‘s use of the Licensed Materials consistent with this Agreement infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for any amounts paid by Customer under a court-approved settlement of, a Claim, provided Customer

a) promptly gives PTV written notice of the Claim,

b) gives PTV sole control of the defense and settlement of the Claim (except that the PTV may not settle any Claim unless it unconditionally releases Customer of all liability), and

c) gives PTV all reasonable assistance, at PTV‘s expense.

10.2 PTV has no obligation under Section 10.1 to the extent a Claim arises from

a) combination with hardware, software, data or materials not provided or authorized in writing by PTV, where the Claim would have been avoided absent such combination;

b) modification other than by or on behalf of PTV;

c) PTV's compliance with Customer's designs, specifications or instructions;

d) use of other than the most current release made available, where that release would have avoided the Claim;

e) continued allegedly infringing use after notice or after receipt of a non-infringing modification or replacement;

f) any trial, academic, free-of-charge, proof-of-concept or evaluation use; or

g) third-party components, geodata or maps, including OSM data, governed exclusively by the Third-Party Licenses under Section 11.

10.3 In the event that a claim is made or PTV reasonably believes that a claim may be made that the Licensed Materials infringe the intellectual property rights of a third party, PTV will, at its option, either

a) obtain a license sufficient for the Customer to be able to continue to use the Licensed Materials under the terms of this Agreement,

b) modify or replace the Licensed Materials with materially equivalent functionality, or

c) terminate this Agreement and refund any pre-paid fees; for a Lifetime License, the refund is the license fee paid, depreciated straight-line over thirty-six (36) months from delivery.

PTV elects among these options in its sole discretion.

10.4 The obligations under this Section 10 are Customer's sole and exclusive remedy for infringement. PTV's aggregate liability under this Section 10 shall not exceed two (2) times the fees paid by Customer under this Agreement in the twelve (12) months prior to the Claim; Sections 13 and 14 apply otherwise.

10.5 The Customer shall defend and indemnify the Licensor against a third-party claim arising from:

a) Customer data;

b) the Customer’s material breach of this EULA;

c) infringement caused by Customer-provided materials or instructions; or

d) violation of applicable Third-Party License Terms identified under Section 11.

The indemnity shall apply subject to prompt notice, control of the defence by the Customer and reasonable cooperation by the Licensor.

11 Product-specific provisions; General Terms and Conditions

11.1 The PTV Software includes the use of third-party components and geodata for which the following Third-Party Licenses apply, and which may be amended from time to time:

11.1.1 Third-party components, available at https://www.ptvgroup.com/en/third-party-components-ptv-vision.

11.1.2 Geodata

- PTV Geodata Licensing Terms , available at https://www.ptvgroup.com/en/legal-documents/licensing-terms-for-geodata?inline.
- When using maps from the Open Street Map ("**OSM**") project, the Open Database License https://opendatacommons.org/licenses/odbl/1.0/ applies.

11.2 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 software under Third-Party Licenses.

12 LIMITATION OF LIABILITY

IN NO EVENT SHALL PTV'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO PTV DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.4

13 LIMITATION ON DAMAGES

PTV SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF PTV'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

14 Allocation of Risks

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY PTV SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

15 Miscellaneous

15.1 This EULA and any contractual or non-contractual dispute arising out of or relating to it, the Licensed Materials or the license, including formation, validity, performance and termination, are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles, unless otherwise agreed in an individually negotiated written agreement. The CISG does not apply. The Parties submit to the exclusive jurisdiction of the state courts in New Castle County, Delaware, and the United States District Court for the District of Delaware, and waive any objection based on personal jurisdiction, venue or forum non conveniens.

EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS EULA OR THE LICENSED MATERIALS.

Either Party may seek interim or injunctive relief from any competent court. Provisions agreed solely between Customer and a reseller do not amend this Section unless the Licensor has expressly accepted them in writing.

15.2

a) A Perpetual License remains subject to the EULA version incorporated when granted, unless an amendment is expressly agreed, legally required or necessarily results from Third-Party License terms.

b) For Subscriptions, the Licensor may amend this EULA prospectively for an objective reason, including legal, regulatory or security requirements, technical developments, changes to the licensing or business model or to third-party terms, provided the amendment does not unreasonably disadvantage the Customer or materially shift the balance of performance and consideration to its detriment.

c) The Licensor shall notify amendments in writing, including by email, at least six (6) weeks in advance, stating the right to object, the objection period and the consequences of silence; absent objection within six (6) weeks, they are deemed accepted.

d) Upon timely objection, the previous terms continue and the Licensor may terminate the affected Subscription with one (1) month’s notice to the end of the current term. Where the amendment is required by mandatory legal or regulatory requirements, for security reasons or by changed third-party terms without which the Licensor cannot lawfully or securely continue to perform, the Licensor may instead terminate the affected Subscription early with one (1) month’s notice and shall refund pro rata any fees paid in advance for the period thereafter.

e) Otherwise, amendments and waivers require a writing signed by both Parties.

f) Notices, consents, objections and terminations under this EULA may be given in writing, including by email.

15.3 The Customer agrees to comply with all applicable laws, rules, regulations and orders with respect to this Agreement and the Licensed Materials, including laws and regulations related to data privacy and security.

15.4 The Licensed Materials provided hereunder are “Commercial Items” and “Commercial computer software” as those terms are defined in the Federal Acquisition Regulations (FAR) 2.101. If Customer is a unit or agency of the United States Government, the following applies: The Licensed Materials are provided with Restricted Rights in accordance with FAR 12.212, as these terms are customarily provided by PTV to its other Customers and are consistent with federal law. Use, duplication or disclosure by the Government is subject to the restrictions set forth herein.

15.5 The Customer shall comply with all export-control, import-control, sanctions and embargo laws applicable to the Customer, the Licensed Materials, their use, end users, destinations and onward supply, including, where applicable, the laws of the European Union, Germany, the United States of America and any country in which the Licensed Materials are supplied, accessed, used, imported, exported or re-exported. The Customer shall not, directly or indirectly,

a) export, re-export, transfer or make the Licensed Materials available in breach of such laws;

b) make them available to a sanctioned or restricted person or entity;

c) use them for a prohibited end use; or

d) use them to circumvent any applicable restriction.

Upon PTV's reasonable request, the Customer shall provide information on end user, destination and intended use. PTV's performance is subject to all required authorisations being available and to performance not being prohibited or restricted by applicable law. PTV may suspend or refuse provision or use of the Licensed Materials to the extent reasonably necessary to comply with applicable law and shall not be liable for resulting delay or non-performance unless responsible for the impediment. A material breach of this Section 15.5 entitles PTV to withdraw the licence and terminate for cause. The Customer shall indemnify PTV against claims, costs and loss resulting from a breach of this Section 15.5 for which the Customer is responsible, to the extent permitted by applicable law.

15.6 Periods for performance or 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, labor disputes, telecommunications outages, 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 Party shall have the right to terminate the contractual agreement.

15.7 Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a valid one which closely approximates the commercial purpose of the invalid provision. The same shall apply in the case of any unintended omission.

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