

APPENDIX 3 – END-USER LICENCE AGREEMENTS

1 Contractual Partners, Scope

1.1 This Software License Agreement is made by and between PTV Transport und Verkehr AG, Haid-und-Neu-Straße 15, 76131 Karlsruhe, Germany ("PTV") and such entity (the "Client") that received and/or uses software or data from PTV and that entered into an agreement on the delivery and use of such software with PTV or an affiliate, reseller or other contractual partner (a "Third Party Distributor") of PTV provided that such agreement makes reference to this Software License Agreement. The contractual partners of this Software License Agreement shall be PTV and the Client, even if the Client received the software or data from a Third Party Distributor.

1.2 This Software License Agreement shall cover any software, data and other information of PTV delivered to the Client in tangible (e.g. on a data carrier) or intangible (e.g. via download) form, whether protected by copyright or not, in any format (source code, object code etc.), including all documentation such as handbooks, guidelines, technical documentation and other material (collectively the "Licensed Material").

1.3 Unless no agreement is made to the contrary (e.g. in a support or maintenance agreement), this Software License Agreement shall also cover any Licensed Material that was submitted to the Client in the course of maintenance, remedy of defects and support.

1.4 All rights granted to the Client under this Agreement are limited to

- a) the version of the Licensed Material initially delivered to the Client and
- b) service packs to the Licensed Material delivered to the Client in the course of the fulfillment of warranty obligations (if any).

Updates and updated version of the Licensed Material may only be used if such updates or updated versions were delivered to the Client under a maintenance agreement and the Client did pay any maintenance fees owed pursuant to such maintenance agreement.

2 Intellectual property rights, license

2.1 All intellectual property rights in the Licensed Material (copyrights, trademarks, patents and ancillary rights) shall vest in PTV or its contractors.

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

2.3 The Client may only use the Licensed Material himself, within his own business and for his own purposes. The Client has to observe any contractual arrangements regarding the use of the software (e.g. limitation of the number of users, installations etc.) and must secure such limitations by using adequate technical measures (the Client's right to use hereinafter called the "License").

2.4 The Client's license as provided under para. 2 shall be non-exclusive and non-transferrable and shall come into effect pursuant to para. 5. The contractual partners may have agreed on further limitations regarding period, area and scope of such right to use.

2.5 For software, the Client's right to use is limited to the object code and shall not cover the source code. PTV shall not be under the obligation to provide the Client with any source code.

2.6 Any use or exploitation of the Licensed Material not explicitly allowed in this License 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.) are subject to the prior written consent of PTV which PTV may give in its sole discretion.

3 Copies, Reverse Engineering

3.1 The Client has the right to make a copy of software for his own security backup purposes, only as stated in the applicable provisions of mandatory copyright law. Any backup copy must be stored safely and must be labelled 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.

3.2 To the extent that mandatory copyright law grants the Client the right to decompile software in order to receive information necessary for the development of independent compatible computer programs, the Client must ask PTV to provide the Client with the necessary information before such decompilation. Decompilation is only allowed if PTV did not provide such information within a period of two weeks after the Client's request. Any information received by the Client in this context is subject to strict confidentiality.

4 Transfer of Software

4.1 Notwithstanding anything stated in §2 the Client may transfer Licensed Material legitimately received from PTV or a Third Party Distributor. Any transfer is subject to the following rules:

- a) If the Licensed Material was delivered to the Client on a data carrier, the Client may only transfer the original data carrier. If the Licensed Material was delivered 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 must irreversibly delete any of his copies of the Licensed Material he transferred, whether stored on data media or computers.
- c) The Client may only transfer the whole license and installation of the Licensed Material. He may not transfer parts of such license such as particular usage rights for a contractually agreed number of users, transactions, items etc. If the Licensed Material is to be installed on a server computer and to be run on a designated number of client computers (client-server application) the Client may particularly not transfer usage rights for a number of client computers without disposing of the server installation.
- d) Dongles may only be sold or imparted along with the associated Licensed Material.
- e) Any transfer must be of permanent nature, i.e. without any option or claim of the Client to get Licensed Material back after a fixed or variable period of time.
- f) The purchaser of the Software commits itself in writing vis-à-vis PTV to observe the terms of this Software License Agreement.
- g) The Client must inform PTV in writing on the transfer and provide PTV with the details of the purchaser.
- h) The Client may not in any way, commercially or non-commercially, rent, lease or make available the Licensed Material on a public network unless there is a written agreement with PTV allowing the Client to do so.

4.2 The Client may not disclose, transfer, dispose of, resell or distribute any personal security information or security items related to Licensed Material (collective "Security Devices") such as passwords, user accounts, security tags etc. unless such Security Devices are necessary to properly operate the Licensed Material.

5 Coming into effect and withdrawal of rights

5.1 The License granted to the Client pursuant to § 2 shall come into effect upon full payment of any remuneration to be paid by the Client to PTV or a Third Party Distributor in consideration of the provision of the Licensed Material.

5.2 PTV may withdraw the License for good cause. Such good cause shall be given particularly, but not limited to, if the Client severely infringes this Software License Agreement.

5.3 In case PTV withdraws the License pursuant to Para. 2, the Client must return to PTV all data carriers, all dongles and all other devices received from PTV, delete or destroy any and all other Licensed Material and confirm in writing vis-à-vis PTV that such return, deletion and destruction was completed successfully.

6 Confidentiality

The Client must store and secure the Licensed Material with due diligence so that any illegitimate access of third parties is excluded. The Client must inform and instruct its employees respectively.

7 Academic Licence

7.1 PTV supports academic research and teaching by offering a software package under attractive terms under the name "Academic License".

7.2 If the customer obtains an academic version of the Licensed Material, the customer undertakes to use this for research and teaching purposes only. Commercial use is expressly prohibited.

7.3 Compliance with the academic license is monitored by PTV by collecting usage data.

8 Student versions / Training versions

8.1 PTV provides versions for training purposes and students with limited functionality for download ("Student versions").

8.2 If the customer obtains a student version of the license material, the customer undertakes to use this for study purposes only. Commercial use is expressly prohibited.

9 Demo Versions

If the Client receives a test version of Licensed Material, any rights to use such test version shall end 30 days after its delivery or download at the latest, unless agreed otherwise. Notwithstanding anything stated in § 4, the Client may not transfer any test version of Licensed Material to a third party.

10 Map data for the People's Republic of China

Through the service, PTV shall provide the Customer with map data (among others) for the People's Republic of China for use according to this agreement. Should the People's Republic of China no longer enable map data provisioning, regardless of the legal basis, PTV shall notify the Customer promptly of the occurrence of such events in writing. Any warranty and/or liability claims by the Customer as well as the obligation to exempt from third-party rights shall not apply with regard to this paragraph 10. The contractually agreed compensation shall be reduced effective at the time of the end of the exploitation rights. The reduction is based on the following remuneration models:

(1) In case of monthly payments, the remaining month, during which the data can no longer be used, shall be credited according to the following formula: Days of the month that were overcharged * cost per day for data according to quote = reimbursement

(2) In case of annual payments, the remaining months and days during which the data can no longer be used, shall be credited according to the following formula: (Days of the month that were overcharged for a pro rata month * cost per day for data according to quote) + (Months that were overcharged * cost per month for data according to quote) = reimbursement

(3) If transaction packages are acquired, transactions not used during the license period will be credited according to the following formula: Price per transaction * number of transactions not used as part of the acquired transaction package = reimbursement
Further claims by the Customer shall be excluded.

11 Audit

11.1 PTV or an agent of PTV may audit whether the Client's use of the Licensed Material is compliant with the contractual arrangements between the contractual partners. The Client has to give full co-operation to PTV or its agent carrying out such audit.

11.2 If the audit shows that the use of Licensed Material is not compliant with the contractual arrangements between the contractual partners, the Client shall bear the costs of the audit. Any other claims and remedies of PTV shall remain unaffected.

12 Contractual Penalty

The Client shall pay to PTV for each instance of a culpable breach of the obligations pursuant to this Software License Agreement 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.

13 Product-specific provisions

The use of specific PTV-Products is subject to certain product-specific license terms of PTV and/or third parties having rights in parts of the Licensed Products ("Product-Specific License Terms"). Such third parties may be, without limitation, open source software developers and/or map data providers. The web-sites <http://vision-traffic.ptvgroup.com/de/drittkomponenten/> and http://company.ptvgroup.com/L_GT provide an overview over all third-party components and refer to the product-specific applicable license terms. Product-Specific License Terms always supersede the present Software License Agreement. In case maps of the Open Street Map („OSM“) project are used within the Licensed Material the Client will enter into a direct legal relationship with OSM licensee for the usage of OSM according to the license terms as stated within <https://opendatacommons.org/licenses/odbl/1.0/> .

14 Miscellaneous

14.1 The laws of the Federal Republic of Germany apply, to the exclusion of the UN CISG.

14.2 No amendment to this EULA will be effective unless it is in writing and signed by the Client and PTV.

14.3 The courts for PTV's registered office shall have exclusive jurisdiction over all disputes under and in connection with this Software License Agreement, provided that the Client is a merchant within the meaning of the German Commercial Code, a legal person under public law, or a special asset under public law or if upon the commencement of legal proceedings, the Client has no place of business or ordinary residence in the Federal Republic of Germany.