

PTV Pre-Version Terms PTV Cloud Services

Contents

1	General Provisions	3
2	Testing Period.....	3
3	Restrictions for Warranties, Availability and Support.....	4
4	Customer Obligations and Feedback	4

ANNEX: Data Privacy Statement for the usage of PTV Pre-Versions

Short title	PTV Pre-Version Terms – PTV Cloud Service
Version of the contract template	1.0.2 dated 2023-06-12

1 General Provisions

- 1.1 These PTV Pre-Version Terms for PTV Cloud Services (“**Pre-Version Terms**”) apply to the use of alpha and beta versions of a PTV Cloud Service in addition to the Terms of Use for MyPTV, available at https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Legal_documents_platform/ToU/TermsOfUseMyPTV.pdf. PTV offers the customer the possibility to test pre-release versions of planned products in advance. These pre-release versions can be alpha versions, which are in a very early stage of development, or beta versions, which are then more developed, but are also still several development steps away from a final commercially available product. The alpha and beta versions are hereinafter referred to as “**Pre-Version/s**”.
- 1.2 The Pre-Version Terms shall apply in addition to and take precedence over the Terms of Use for MyPTV. The restrictions for Trial Periods contained in section 9 of the Terms of Use for MyPTV are applicable.
- 1.3 The use of the Pre-Version is made available to the Customer by PTV free of charge and for testing purposes only. In addition to the provisions of the Terms of Use for MyPTV and the provisions of these Pre-Version Terms, the statutory provisions on gratuitous loan of the German Civil Code (Section 598 et seq. BGB) apply. Section 599 of the German Civil Code is applicable.

2 Testing Period

- 2.1 The Pre-Version is made available for use in order to test its functionality and user-friendliness and to obtain feedback from the Customer. The Customer cannot derive any further/other (usage) rights or other obligations towards PTV from the provision of the Pre-Version.
- 2.2 The Customer may use a Pre-Version free of charge and exclusively for testing purposes (“**Testing Period**”). **Any commercial/operational use is excluded.** PTV may, at its own discretion, terminate the Testing Period for the respective Pre-Version at any time without stating reasons. The Customer may terminate the Testing Period at any time, if necessary by deleting its PTV Account if no paid Subscriptions are in force.
- 2.3 The Customer is not permitted to publish results, screenshots or statements regarding the content of his test or the Pre-Version itself or to make them accessible to third parties.
- 2.4 PTV may at any time at its own discretion restrict, revoke or terminate the Customer’s Testing Period. PTV reserves the right to further restriction with regards to number, scope, content and duration.

- 2.5 PTV may at any time change the technical basis and environment of the Pre-Version. PTV reserves the right to adapt the corresponding documents to this change. The Customer may terminate the Testing Period at any time if it does not agree with such change.
- 2.6 The right to use the Pre-Version shall automatically expire at the time when the final market-ready version is available.

3 Restrictions for Warranties, Availability and Support

- 3.1 PTV does not provide any warranty with regards to the functional characteristics and availability of the Pre-Version. Pre-Versions are provided to the Customer "AS IS" and "AS AVAILABLE" and without any warranty of any particular quality or characteristics.
- 3.2 The Customer is aware that a Pre-Version has defects. The purpose of a pre-release is, among other things, to identify these deficiencies. The Customer is also aware that a Pre-Version has not been tested for all possible environments, application scenarios and functionalities and that unforeseeable limitations of the function and even crashes of the Customer's entire system are therefore possible. The Customer consciously and knowingly accepts these circumstances in order to be able to test the Pre-Version and provide PTV with feedback and suggestions for further development. In doing so, the Customer declares that he has taken all possible measures in advance to prevent the use of the Pre-Version from causing damage of any kind to him or to third parties.
- 3.3 PTV does not provide any SLA support during the Testing Period.
- 3.4 PTV does not carry out any data backups. The Customer is responsible for backing up his data when using the Pre-Version. Data loss cannot be ruled out.
- 3.5 Data and information may be incompatible with later versions of the product. PTV cannot warrant that data and information stored while using the Pre-Version will still be usable with a later released version of the Pre-Version or the planned product.

4 Customer Obligations and Feedback

- 4.1 The Customer shall have certain duties to cooperate when using the Pre-Version. Obligations not regulated in these Pre-Version Terms may be additionally agreed with the Customer in individual cases.

- 4.2 Due to the objective of the product test, PTV asks the customer to activate the tracking of usage in the desktop installations, that are involved in the Testing Period for the duration of the beta test. Usage tracking in desktop products is strictly anonymous. As some tracked functions are exclusive to the beta software, PTV may be able to track usage of these functions to customers participating in the beta test (not to individual users).
- 4.3 The desktop products used must be installed in such a way that Internet access to the myPTV-Cloud is possible in order to use the Pre-Version.
- 4.3 The Customer agrees to document any errors and problems that occur while testing the Pre-Version and to report them to PTV. Furthermore, the Customer agrees to support the analysis of the errors by providing log files, sample data and, if necessary, further information on the occurrence of errors. Further obligations to cooperate, e.g. in the form of surveys or expert discussions, can be specified separately for a specific Testing Period if necessary.
- 4.4 With the use of a Pre-Version, the Customer agrees to make data related to the usage, which may also be personal data, available to PTV for reproducing, finding or eliminating errors in the Pre-Version as well as for usage analysis to improve the product. Thus, the Customer must, if necessary, provide the usage data of the Pre-Version to PTV for analysis. The Customer agrees that such data may be collected and analysed in a non-anonymised form, as PTV wishes to draw conclusions from this for troubleshooting and error prevention. PTV has the right to carry out a one-time technical analysis of the Customer's data at the end of the Testing Period. The analysis does not concern personal data, but primarily data volumes and types.
- 4.5 The Customer further declares his consent to the recording of his usage behaviour and processing it for analysis purposes. For example, PTV records certain metrics when using web applications. PTV reserves the right to collect and evaluate metrics and key figures (e.g. on data scope and size, quantity structures of individual data types) for the data used in the Testing Period.

ANNEX:

Data Privacy Statement for the usage of PTV Pre-Versions

This Data Privacy Statement applies to the use of a Pre-Version of a PTV Product. If the Pre-Version is part of the PTV Cloud the Data Privacy Statement PTV Cloud Service also applies:

https://www.ptvgroup.com/fileadmin/user_upload/Legal_Documents/Legal_documents_platform/data-privacy/data-privacy-statement-cloud-services.pdf

Data Controller

The Controller for data processing is:

PTV Planung Transport Verkehr GmbH

Haid-und-Neu-Str. 15

76131 Karlsruhe, Germany

Email: info@ptvgroup.com

PTV Planung Transport Verkehr GmbH, together with the affiliated companies within the meaning of Section 15 of the German Stock Corporation Act, forms the PTV Group. We may share contact information of customers and interested parties with other affiliated companies of the PTV Group within the framework of your business relationship (contractual or pre-contractual relationship in accordance with Art. 6 Sect. 1 Sent. 1 lit. b GDPR). The transfer of personal data within the Group for the purpose of contract performance is based on data processing or within the framework of joint responsibility (Art. 28 and Art. 26 GDPR).

Data Protection Officer

We have appointed an external data protection officer for our company, reachable at:

Email: data-protection@ptvgroup.com

Use of a PTV Pre-Version

The use of a PTV Pre-Version is usually possible without personal data being processed by PTV. The data are processed in anonymized form as far as possible. That means that in most cases it is not possible to identify the user. However, due to the purpose of the use of such a Pre-Version, it cannot be ruled out that the analysis and diagnostic data transmitted by the customer to PTV can be traced back to a specific customer and thus to a specific person.

Therefore, the customer who wishes to use a PTV Pre-Version declares in advance his consent to the specific processing of analysis and diagnostic data that are transmitted to PTV for the purpose of testing and improving the product while using a Pre-Version and are processed by PTV for this very purpose.

This consent includes:

- the analysis of usage behaviour.
- the tracking of usage in the desktop installations for the duration of the beta test.
- to support the analysis of the errors by providing log files, sample data and, if necessary, further information on the occurrence of errors.
- to make data related to the usage, which may also be personal data, available to PTV for reproducing, finding or eliminating errors in the Pre-Version as well as for usage analysis to improve the product.
- To provide the usage data of the Pre-Version to PTV for analysis. The Customer agrees that such data may be collected and analysed in a non-anonymised form, as PTV wishes to draw conclusions from this for troubleshooting and error prevention.
- the logging of the Customers usage behaviour for analysis purposes.

The personal data is processed to develop the pre-version into a market-ready product by identifying bugs and problems, and to improve and optimize the Pre-Version by evaluating user behaviour.

The willingness to provide the data is a prerequisite to be able to use a PTV Pre-Version.

The legal basis for this data processing is thus the Customer's consent pursuant to Art. 6 Sect. 1 Sent. 1 lit. a GDPR. The Customer can revoke the consent at any time. However, this also means that further free use of a PTV Pre-Version is no longer possible and the contract for the loan ends. The lawfulness of the processing carried out on the basis of the consent until the revocation is not affected by the revocation.

Furthermore, the processing of personal data in the context of the use of a PTV Pre-Version is based on the contract concluded between the Customer and PTV regarding the loan of this Pre-Version and thus on Art. 6 Sect. 1 Sent. 1 lit. b GDPR.

Data transfer

Personal data will not be transferred to third parties.

Data Security

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

Product-specific Data Privacy Statements

For some products we provide product-specific Data Privacy Statements. If the Customer uses a PTV product for which a special data protection declaration exists, the Customer will be informed of this separately in advance.

Deletion of Data

PTV will delete personal data processed in connection with the use of a PTV Pre-Version if the Customer revokes the consent given.

In the case of data processing on the basis of the concluded loan contract, the personal data will be deleted when the contract is terminated and the statute of limitations has expired (usually three years after the end of the contract, starting at the end of the relevant year).

Rights of data subjects

If your personal data is processed you are a "data subject" and you are entitled to the following rights in respect of us as the controller.

The right to be informed

You have the right to receive a confirmation from us free of charge whether we are processing personal data relating to you. In this case you have the right to information about this personal data and other information which you can see in Art. 14 GDPR. You can contact us for this purpose by post or email.

The right to rectification

You have the right to require that we immediately correct inaccurate personal data relating to you. You also have the right - for the purposes set out above - to require additions to incomplete personal data - including by means of a supplementary declaration. You can contact us for this purpose by post or email.

The right to erasure

You have the right to require the immediate deletion of personal data relating to you if one of the conditions of Art. 17 GDPR is met. You can contact us for this purpose by post or email.

The right to restrict processing

You have the right to require the restriction of processing if one of the conditions of Art. 18 GDPR is met. You can contact us for this purpose by post or email.

The right to information

If you have asserted the right to the correction, deletion or restriction of the processing to the controller, the latter is obliged to inform all recipients to which the personal data relating to you was disclosed about the correction or deletion of the data or about the restriction of the processing unless this proves to be impossible or is associated with disproportionate effort.

You have the right to be informed by the Controller about these recipients.

The right to data portability

You have the right to receive the personal data you sent to us relating to you in a structured, commonly used and machine-readable format and have the right to transmit this data to another controller without hindrance from us if the conditions of Art. 20 GDPR are met. You can contact us for this purpose by post or email.

The right to object to processing because of a legitimate interest and direct mail

In so far as we process personal data on by way of exception the basis of Art. 6 Sect. 1 Sent. 1 lit. f GDPR (therefore for reason of a legitimate interest,) you have the right, for reasons arising from your particular situation, to object at any time to our processing of the personal data relating to you. We will cease processing your data if we can demonstrate no compelling reasons worthy of protection for the further processing which override your interests, rights and freedoms or if we are processing your data for the purposes of direct advertising (cf. Art. 21 GDPR). You can contact us for this purpose by post or email.

A technical process which you use, for example an unambiguous statement sent by technical means by your browser (a "do not track" message) is also deemed to be objections in within these meanings.

If personal data is processed for the purpose of direct marketing, you have the right at any time to lodge an objection to the processing of personal data relating to yourself for the purposes of this type of advertising. This also applies to profiling in so far as this is connected with direct advertising of this nature.

The right to revoke consent

You have the right at any time to revoke an agreement you have given for the collection and use of personal data with effect for the future. You can contact us for this purpose by

post or email. The lawfulness of the processing undertaken by reason of the consent you gave up to the time of its revocation is not affected.

Automatic decision-making including profiling

You have the right not to be subject to a decision based exclusively on automated processing - including profiling - which has a legal effect on you or which is significantly to your detriment in a similar manner unless the decision is necessary for the conclusion of an agreement between you and us, is admissible by reasons of provisions of law of the European Union or member states to which we are subject and these provisions of law contain reasonable measures to protect your rights, freedoms and legitimate interests, or the decision is taken with your express consent.

We do not take automated decisions of this nature.

Voluntary provision of data

If the provision of the personal data is stipulated by law or a contract, we will always point this out when the data is collected. The data we collect is sometimes necessary for the conclusion of a contract, to be specific, if we are unable to meet our contractual obligation to you or cannot adequately meet them in any other way. You are under no obligation to provide personal data. However, the failure to provide such information can mean that we are unable to perform or offer the service, action, measure or similar you require, or that it is impossible to conclude a contract with you.

The right to complain to a supervisory authority

Notwithstanding other rights, if you are of the opinion that the processing of personal data relating to you infringes data protection law, you have the right at all times to complain to a supervisory authority for data protection, particularly in the member state where you reside, where you work or the place of the alleged infringement.

The supervisory body responsible for us is:

The Baden-Württemberg State Commissioner for Data Protection and Freedom of Information, Königstraße 10A

70173 Stuttgart

Website: www.baden-wuerttemberg.datenschutz.de.