

Specific Terms for PTV Navigator

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| Short title | Specific Terms for PTV Navigator |
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Specific Terms for PTV Navigator

In addition to/in deviation from the PTV General Terms of Service, the following terms shall apply and take precedence over the PTV General Terms of Service:

1 Mobile application

In addition to the PTV Cloud Service, PTV provides the Customer with a mobile application for PTV Navigator (“**PTV Navigator App**”). In order to use the mobile application, the Customer needs to have a Subscription or Trial period for the PTV Cloud Service.

The Data Privacy Statement PTV Navigator App is available at https://www.ptvgroup.com/fileadmin/user_upload/LD_PTV_Navigator/Data_Privacy/Data_Privacy_Statement_PTV_Navigator_App_EN.pdf.

2 Availability and service credits

2.1 Availability

The availability of the PTV Cloud Service is calculated based upon (i) the weighted average of the number of API calls made in respect of each sub-service of the PTV Cloud Service made during a measurement period (such as for example within the Map Display API Product Service, the Tile, WMS, WMTS and Copyrights methods (each being a “**Method**”)), and (ii) the weighted availability of each such Method.

The actual availability of the PTV Cloud Service is as follows:

| PTV Cloud Service | Value |
|--|-------|
| Routing API | 99.9% |
| Extended Routing API (calculate route with extended guidance only) | 99.9% |
| Navigation Tile API | 99.9% |
| Search API | 99.9% |
| Map Display API | 99.9% |
| Traffic Incidents API | 99.9% |

For PTV Navigator, in average, the interruption for the PTV Cloud Service shall not be more than two (2) hours per month. Maintenance windows are usually notified seventy-two (72) hours in advance.

The following definitions shall apply:

- The transfer point is the point of transition from the Internet to the servicing data processing centre (“**Transfer Point**”).
- The PTV Cloud Services are deemed available if the methods of the PTV Cloud Service interface or the application generate defined responses (“**Responses**”) to the defined requests (“**Requests**”) at the Transfer Point.
- Downtime is the time when a defined Request at the Transfer Point does not generate a Response.

2.2 Service credits

If PTV does not meet the indicated availability for the PTV Cloud Service including times for unavailability according to sec. 11.5.2 of the PTV General Terms of Service, the Customer is eligible for a service credit for unavailability as described in this Clause. The service credit as described in this sec. 1.2 is the Customer’s sole and exclusive remedy and PTV’s sole liability for unavailability of the PTV Cloud Service. Service credits are calculated as a percentage of the total fees the Customer owes to PTV for services each month as follows:

- < **99.9%**: 5% service credit
- < **99.0%**: 7.5% service credit
- < **98.0%**: 10% service credit
- < **95.0%**: 12.5% service credit
- < **90.0%**: 15% service credit.

In order for PTV to consider a claim, the Customer must submit to PTV within thirty (30) days following the end of the unavailability a full report with all necessary information, in particular a detailed description of the incident(s), information about time and duration of the incident, a network traceroute, affected URL(s) and a description of all of the Customer’s attempts to resolve the incident at the time of occurrence. This report together with supporting evidence must be submitted within thirty (30) days following the end of the unavailability via email at ordermanagement@ptvgroup.com.

If PTV confirms that the uptime percentage in a month covered by the Customer’s claim for a service credit is below 99,9%, PTV will issue the service credit to the Customer.

Service credits (i) can be applied to any future invoices issued by PTV to the Customer (including Subscription extensions, subsequent orders and overages), (ii) cannot be exchanged for, or converted to, monetary compensation, and (iii) will expire without substitution if not used within twelve (12) months of being issued.

The maximum service credit that PTV will issue for downtime in a month is 15% of the fees the Customer otherwise owes PTV for the month covered by the Customer’s claim for a service credit.

PTV shall evaluate all information available to it with due consideration and conduct an analysis of the service data in connection with the incident to consider the validity and scope of the Customer’s claim.

3 Third-Party Licenses

The PTV Cloud Service may include data which PTV's data provider licenses from third parties. The Customer shall comply with all requirements and restrictions which such third parties may require (and as may be updated and amended from time to time). All applicable restrictions are set out at https://www.tomtom.com/en_gb/thirdpartyproductterms/.

4 Rights to Probe Data

4.1 Probe Data

The Customer is obliged to grant to PTV and to PTV's affiliated companies a license to use any positional or location information data, signal or ping collected on or transmitted or downloaded from a global positioning satellite, device, software pro-gram, mobile phone, application or other system or technology, capable of producing or using automatic location detection data regardless of accuracy, that accumulates during the use of the service ("**Probe Data**"). The granted license shall be worldwide, perpetual, irrevocable, royalty-free, sublicensable and non-exclusive and shall grant PTV the right:

- to generate real-time information and
- to use such Probe Data for use in connection with its current and future products and services as well as
- to provide such Probe Data to TomTom Global Content B.V., De Ruijterkade 154, 1011 AC, Amsterdam, Netherlands ("**TomTom**") for use in connection with their current and future location technology products and services

Before transmitting Probe Data to TomTom, PTV will truncate start and end points of the Probe Data, subject to the technical and operational conditions set out in the delivery protocol. For the avoidance of doubt, TomTom is not allowed to sell the Probe Data to any third party.

4.2 Authorisation and indemnification

The Customer represents and warrants that it is entitled to grant PTV the aforementioned rights to the Probe Data and shall indemnify PTV against all conflicting rights of third parties to the Probe Data.