

TERMS OF USE

FOR THE INTERNET SERVICE

TLN PLANNER INTERNET

§ 1 SUBJECT MATTER OF THE AGREEMENT

1. PTV Planung Transport Verkehr AG, Haid-und-Neu-Str. 15, 76131 Karlsruhe (PTV) operates the service TLNplanner Internet for route planning (the "Service"). The fundamental technical features of the service are described on its website <http://www.TLNplanner.nl>.
2. Only these terms of use apply to use of the service. User requirements are not subject of contract unless PTV recognises such terms in writing.

Use of the service is only permitted for companies as defined in § 14 of the German Civil Code. PTV reserves the right to check the user's company status and to demand supporting documentation.

§ 2 REGISTRATION, CONCLUSION OF CONTRACT

1. Registration must be performed before the service can be used. The registration is an offer by the user to PTV to conclude a contract on the use of the service ("**Licence agreement**") according to these terms of use. PTV has the choice to accept or refuse this offer.
2. Registration may only be performed by persons who are entitled to legally represent the company for which the use of the service is to apply.
3. The data requested by PTV when registering ("**Registration data**") are to be entered completely and correctly. The user is obligated to immediately adjust any later changes with reference to the registration data in the service's customer centre. PTV uses the customer's contact data saved in the login data for all statements to the user in connection with use of the service.
4. PTV will confirm receipt of the registration by e-mail ("**Registration confirmation**"). The registration confirmation contains a link with which the user must confirm the correctness of the specified e-mail address. The **Registration confirmation** is sent automatically and does not confirm acceptance of the user's offer. The licence agreement is concluded when PTV enables the user's access to the service.

5. The user must specify a password during registration. The user must treat this password confidentially and protected against unauthorised access. The password may only be disclosed to those employees who are entitled to use the service as part of their assigned tasks according to the restrictions regarding licences and/or users.
6. If the user suspects that the password has been made known to a third party or that a third party is making unauthorised use of the users access to the service, the user is obligated to immediately change the password and to immediately inform PTV in writing.
7. If PTV has reason to believe that a third party has unauthorised use of the user's access, PTV is authorised to block access until the issue is solved.

§ 3 PTV SERVICES, RIGHTS TO SOFTWARE AND DATA

1. The service and data provided by the service, in particular map data, are protected by copyright. In the relationship between the parties to this contract, all rights to the software and data are held solely by PTV AG. Use of the software and data other than for proper use of the service, in particular the systematic exporting of data, the transfer of software or data to third parties and editing are not permitted. Copyright notices and trade marks may not be edited or removed. Proper use of the service is described in the service's documentation at <http://www.TLNplanner.nl>. This description is part of these terms of use.
2. The user is obligated to keep to the arranged restrictions, i.e. in terms of the number of licences and the number of users.
3. The service is 98 % available in the middle of the calendar month. Unavailability can be assumed, if the service is completely unavailable due to conditions which lie within PTV's responsibility. Unless the service is not available due to
 - force majeure,
 - maloperation or use contrary to the agreement or
 - planned maintenance times (Paragraph 4)unavailability cannot be assumed.
4. PTV may temporarily disable the service for maintenance reasons ("**planned maintenance times**"). PTV will inform the user of planned maintenance times at least **2** days in advance via the website <http://www.TLNplanner.nl>. The total duration of planned maintenance times may not exceed **12** hours a month.
5. The technical requirements for the use of the service are described under <http://www.TLNplanner.nl> in the KnowledgeBase section ("**System requirements**"). It is the responsibility of the user to ensure that the technical requirements are fulfilled.

§ 4 PAYMENT

1. The user pays PTV a fee according to the price list valid at the time the contract was concluded. The price list is available on the website at <http://www.TLNplanner.nl>.
2. The user can decide between a monthly, quarterly or annual payment period. The payment is to be made in advance for the entire invoice period. PTV invoices the payment on the first day of the first entire calendar month of the invoice period. The month of contract conclusion is not invoiced separately. Invoices are to be paid within 10 calendar days. Payments are to be made to the account specified in the invoice.
3. If the user does not make the payment within the period specified in section 2, after notices and threats of disablement, PTV is entitled to disable the user's access to the service until all invoices are paid in full. Other claims by PTV due to late payment, in particular the right of termination for good cause remains unaffected.
4. The user can offset payments only against claims ascertained by an unappealable declaratory judgment or claims recognised in writing by PTV. The user shall be entitled to exercise a right of retention insofar as the counterclaim is based on the same contractual relationship.
5. If the user falls behind with payments, PTV can claim loss of interest to the amount of eight percent points over the base rate. PTV's right to prove higher damages caused by delay remains unaffected.

6. PTV has the right to increase the arranged payment once per calendar year to compensate for personnel and other cost increases accordingly. PTV will inform the user of the increase in payment in writing at least one month in advance; the increase in payment does not apply to the period for which the user has already paid. If the payment increase is more than 5 % of the previous payment, the user is entitled to cancel the licence agreement with a period of notice of one month to the end of the calendar month. The cancellation must be declared within 2 weeks of notice. If the user makes use of his/her right to cancel the agreement, the payment before increase is invoiced until the cancellation comes into effect. PTV will inform the user with each notice of price increase of the right to cancellation of the agreement and the deadlines which apply.
7. If the licence agreement ends due to a good cause on the part of the user, PTV has the right to retain the full payment until the next possible termination date according to § 6. This also applies for the duration of blocked access of the service attributed to the user.
8. If the licence agreement ends due to a good cause on the part of PTV, PTV will refund the user the appropriate payment on a pro rata basis.
9. Invoices are only sent in electronic form. If a payment has been agreed under the SEPA B2B Direct Debit scheme or the SEPA Core Direct Debit scheme, the notification period is reduced to at least one bank working day.

§ 5 FURTHER USER RESPONSIBILITIES

1. PTV provides the user with user instruction in the form of help, FAQs and a knowledgebase on the <http://www.TLNplanner.nl> website. The user is responsible to adhere to the notes provided there.
2. The user may not use any software or other technical equipment which edits, extends or endangers the service's functions. In particular the user may not attempt to access the service using any other technical means than with a standard Internet browser

§ 6 TERM, CANCELLATION

1. The licence agreement starts with conclusion of contract (§ 2 paragraph 4) and ends after 12 complete calendar months after conclusion of contract. It will be renewed automatically for twelve more calendar months, if it is not cancelled by one of the contract partners while adhering to a two-month period of notice until the end of the actual term.
2. If PTV should terminate operation of the service (e.g. because PTV provides the market with a version of the service with extended functions (new release), PTV has the right to terminate the licence agreement with a three month period of notice until the end of a calendar month. In this case PTV will refund the user the appropriate payment on a pro rata basis.
3. The right of extraordinary termination for good cause shall remain unaffected. A good cause for PTV exists in particular when the user is in default of payment or does not insignificantly infringe on this licence agreement, in particular the use of the service contrary to this licence agreement or the user instructions (§ 5 paragraph 1).
4. Notice of termination is only effective in written form (§ 12 paragraph 1).

§ 7 WARRANTY

1. If the service should have a defect, the user is to immediately inform PTV in writing with an exact description of the problem and inclusion of all information useful for solving the error. PTV will remove properly reported defects within a reasonable period of time. If attempts to correct the faults fail and if this becomes a good cause for the user, the user is entitled to terminate the agreement without adhering to a period of notice. § 4 paragraph 8 will then apply for the refund of an advance

payment. The user is not entitled to reduce the agreed payment because of defects. The right of the user, to totally or partly demand a refund of the payment on a pro rata basis according to unjust enrichment due to defects is not affected by this. PTV shall only cover payment of damages or replacement of futile expenditures within the limits of § 8.

2. The user is aware that databases with maps, traffic data and forecasts as well as toll information can never completely display actual reality, as a time delay between a change in the situation and their inclusion in the database cannot be omitted for technical reasons. Such deviations are not errors.

§ 8 COMPENSATION AND REIMBURSEMENT OF EXPENDITURE

1. PTV shall be liable for damages and replacement of futile expenditures for whatever legal reason, according to the following rules only:
 - a. Legal regulations shall apply in the case of intentional and grossly negligent actions by PTV, its legal representatives, executing aids or executive employees or in the case of a guarantee expressed by PTV.
 - b. In the case of ordinary negligent breach of duties, the fulfilment of which are required for the due execution of a contract and the observance of which the contracting parties rely on and may rely on and the violation of which jeopardises the purpose of this Agreement (cardinal obligation), PTV shall bear liability for typically occurring damage that should have been foreseen at the time of conclusion of the Agreement.
 - c. Any further liability on the part of PTV for slightly negligent behaviour is excluded.
2. Only legal regulations shall apply in the case of injury to life, limb and health as well as claims based on product liability law.
3. Claims to payment of damages or replacement of futile expenditures become time-barred within a year of the statutory regulation on limitation. In the case of paragraphs 1 a) or 2 only the statutes of limitation by law apply.

§ 9 DATA SECURITY, DATA PROTECTION

1. PTV processes the login data and all other data which the user transfers to PTV when using the service solely for the purpose of creating, performing and terminating the licence contract and for proper operation of the service. More information on data processing is available at <http://www.TLNplanner.nl>.
2. If the user transfers data to PTV which are assigned to a certain person or certain persons (personally identifiable information as stated in § 3 paragraph 1 of the Federal Data Protection Act, e.g. data on truck drivers), the user alone is responsible for obtaining permission from the person involved to use this data in this way or legal permission is available. The user will exempt PTV from all claims of the person involved and will compensate for damage caused to PTV due to the transfer of personally identifiable information to PTV which break data protection laws, unless the user can prove that he or she is not responsible for this violation.

§ 10 TRANSFER TO THIRD-PARTIES

PTV may transfer the rights and responsibilities from the licence contract to third parties without the consent of the user. PTV will give four weeks notice in writing before such a transfer. If the user does not agree to such a transfer, the licence agreement can be terminated without adhering to a period of notice. PTV will inform the user of the period of notice and the legal consequences of failing to keep to it. In case of termination PTV will refund the user the appropriate payment on a pro rata basis.

A transfer of rights and responsibilities from the licence agreement or from the rights of use to software by the user requires the prior written permission by PTV.

§ 11 CHANGES TO THE LICENCE AGREEMENT

PTV has the right to change the terms in the licence agreement and the payment. PTV will inform the user of the changes in writing. The changes are considered to be agreed if the user does not object in writing within three months after arrival of the notice of these changes. PTV will separately inform the user of this period of notice and the legal consequences of failing to keep to it.

§ 12 CONCLUSION

1. Declarations granted after these licence agreements must be made in writing and can be sent by fax. The user also has the possibility of sending written declarations in the form of a message to the customer service centre. PTV also has the possibility of sending written declarations by e-mail to the user's e-mail address which is saved in the login data. Declarations by the user must be sent to the following address: PTV AG, Haid-und-Neu-Str. 15, DE-76131 Karlsruhe, Fax.: 0049 721 9651 699
2. This Agreement is governed by German law. The application of the UN Sales Convention is explicitly excluded.
3. Place of performance and jurisdiction for all arguments arising from and in connection with the licence agreement for contracts with merchants is Karlsruhe/Germany.