

# **General Terms and Conditions for SaaS Services**

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# 1. Definitions

**"Agreement"** means the Offer, these General Terms and Conditions ("GTC"), the Service Level Agreement ("SLA"), the Data Processing Agreement ("DPA"), the Technical and Organizational Measures ("TOMs"), the relevant Product Description and the Geodata License Agreement ("GLA").

**"Affiliate"** means any entity controlling, controlled by, or under common control with a party, where "control" means ownership of more than 50% of voting securities.

**"Charge"** or **"Charges"** means all fees, prices and other monetary amounts payable by the Customer under this Agreement as set out in the applicable Offer.

**"Commercially Reasonable Efforts"** means efforts consistent with accepted practices in the enterprise SaaS industry, without requiring expenditure of disproportionate resources.

**"Confidential Information"** means all information which the disclosing party protects against unrestricted disclosure to others, that is designated as confidential, internal and/or proprietary at the time of disclosure or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and/or the circumstances surrounding its disclosure.

**"Customer"** means the entity identified in the Offer.

**"Customer Data"** means data uploaded or processed by Customer through the Service, excluding Usage Data.

**"Documentation"** means PTV's standard user guides, API documentation, and technical specifications.

**"Effective Date"** means the date on which the Offer becomes legally binding and effective, unless expressly stated otherwise.

**"Initial Term"** means the initial subscription period specified in the Offer, commencing on the Effective Date set forth therein and continuing for the duration stated in such Offer, unless earlier terminated in accordance with this Agreement.

**"Material Change"** means any change to the Service or these Terms that (a) substantially reduces Customer's rights or the functionality of the Service, (b) substantially increases Customer's obligations or costs, or (c) materially affects Customer's ability to use the Service in the manner contemplated at the time of contracting, or (d) requires Customer to modify its systems, integrations, or workflows to continue using the Service.

**"Material Breach"** means a breach that substantially deprives the non-breaching party of the benefit of this Agreement, including but not limited to: non-payment for more than 30 days or unauthorized disclosure of Confidential Information.

**"Personal Data Breach"** has the meaning given in Art. 4(12) GDPR: a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data.

**"PTV"** means the PTV entity identified in the Offer.

**"Professional Services"** means the professional, technical and consultancy services to be provided by PTV to the Customer, including, but not limited to, implementation, training and project management, as agreed in writing between the Parties, in the Offer or in a Statement of Work ("**SOW**").

**"Renewal Term"** means each successive subscription period by which this Agreement is renewed following the expiration of the Initial Term or any prior Renewal Term, in each case in accordance with the renewal provisions of this Agreement.

**"Security Incident"** means any unauthorized access to, or acquisition of, PTV systems that may compromise the security, confidentiality, or integrity of Customer Data, excluding unsuccessful attempts.

**"Service"** means the SaaS application(s) specified in the Offer, excluding any third-party services and any modifications, configurations, or integrations developed or implemented independently by Customer without PTV's involvement.

**"Usage Data"** means data generated by Customer's use of the Service, including logs, performance metrics, and anonymized usage patterns.

**"User"** means an individual authorized by Customer to access the Service under Customer's account.

**"Overage charges"** means the additional Charges payable by the Customer when its usage of the Service exceeds the usage thresholds upon which the applicable Subscription Charges, as specified in the Offer, are based.

## **2. License, Access, and Intellectual Property**

2.1 Ownership. PTV retains all right, title, and interest in and to the Service, Documentation, and all related intellectual property rights, including patents,

copyrights, trade secrets, and trademarks. No rights are granted to Customer except as expressly set forth in this Agreement.

2.2 License Grant. Subject to Customer's compliance with this Agreement, PTV grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the contract period solely for Customer's internal business purposes.

2.3 Affiliate Use. Customer may permit its Users and Affiliates to use the Service, provided Customer remains responsible for their compliance with this Agreement.

2.4 The Customer shall cooperate to a reasonable extent in the provision of services and shall provide all information and access necessary for the fulfillment of the Offer in a timely manner. If the required cooperation is not provided, deadlines shall be extended accordingly; additional expenses shall be borne by the Customer.

2.5 Restrictions. Customer shall not: (a) sublicense, sell, resell, or transfer the Service; (b) reverse engineer, decompile, or attempt to access source code; (c) use the Service to build a competing product or for competitive analysis; (d) use the Service beyond the scope of the rights granted under the Agreement; (e) remove or modify any proprietary notices.

2.6 Feedback. If Customer provides suggestions or feedback regarding the Service, PTV may use such feedback without restriction or compensation.

2.7 The Services may incorporate third-party components subject to third-party licenses, as amended from time to time. Where applicable, a list of such components and their respective licenses is made available at the URL specified in the Offer or within the Service interface.

### **3. Customer Data**

3.1 Customer retains all rights to Customer Data. PTV will process Customer Data only as necessary to provide the Service and as instructed by Customer.

3.2 Data processing is governed by the Data Processing Agreement (DPA), which forms part of this Agreement. In case of conflict between this GTC and the DPA regarding data protection matters, the DPA prevails. PTV may use Usage Data and aggregated, anonymized data that does not identify Customer or any individual to improve its products and services, develop new features, and generate benchmarking reports. Customer may opt out of product improvement uses by notice to [privacy@ptvlogistics.com](mailto:privacy@ptvlogistics.com).

## 4. Charges and Payment

4.1 Customer shall pay the Charges specified in the Offer. All Charges are due within thirty (30) calendar days of invoice.

4.2 All Charges are non-refundable and non-cancelable, except as expressly provided in this Agreement (such as SLA service credits under Section 5 or IP indemnification refunds under Section 9.2).

4.3 Charges are exclusive of taxes. Customer is responsible for all applicable taxes except taxes on PTV's income.

4.4 If Customer fails to pay within thirty (30) calendar days after the due date and receipt of the invoice, PTV may: (a) Calculate the statutory interest on arrears and the statutory late payment Charge; (b) temporarily suspend access to the Services after giving at least fourteen (14) calendar days' prior written notice (including email). Suspension shall be limited to what is necessary and will be lifted without undue delay once all overdue amounts are paid; (c) recover further default damages, including reasonable costs of legal enforcement (e.g., attorneys' fees) to the extent recoverable, at least in the amount of statutory fees.

4.6 The subscription quantities specified in the Offer (e.g., Users, API calls, vehicles) represent the minimum purchase for the respective contract term and may not be fallen short of during the Initial Term or a Renewal Term. The Customer is obligated to pay the full Charge for the agreed quantities, regardless of actual usage.

4.7 PTV may monitor Customer's usage of the Service. If Customer exceeds the usage limits specified in the Offer, PTV will invoice Overage Charges at the rates and cadence as specified in the Offer. Customer agrees to pay such overages within thirty (30) calendar days of invoice.

4.8 If billing is based wholly or partly on usage, Customer is obliged to provide PTV with the billing-relevant usage data in accordance with the requirements specified by PTV as described in the Offer. If the report is not submitted on time, PTV is entitled to estimate the usage data at its reasonable discretion and to bill on this basis. The estimate does not affect Customer's obligation to subsequently submit a correct report.

## 5. Service Levels

5.1 PTV will provide the Service in accordance with the Service Level Agreement.

5.2 The SLA specifies Availability Targets, Support Response Times, and any Service Credits. Terms defined in the SLA (including "Availability" and "Downtime") have the meanings given there.

5.3 The SLA remedies are Customer's sole and exclusive remedy for Service Availability issues.

## **6. Warranties**

6.1 Each party warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) it will comply with all applicable laws in performing its obligations hereunder.

6.2 PTV warrants that: (a) it has the right to provide the Service; (b) the Service will perform materially as described in the Documentation; (c) it will provide the Service with reasonable skill and care; (d) it will use commercially reasonable measures to ensure that the Service, at the time of delivery or update, does not contain any virus, malware, or malicious code known to PTV.

6.3 Except as expressly set forth in this Section 6, PTV makes no further warranties, whether express or implied. To the extent permitted by applicable law, any implied warranties not expressly confirmed herein are excluded. This exclusion does not apply to warranties that cannot be excluded under mandatory applicable law.

6.4 Nothing in this Section 6 excludes or limits PTV's liability for breach of essential contractual obligations (cardinal duties) as set out in Section 8.2.

## **7. Defects**

7.1 PTV shall remedy material and legal defects of the Service in accordance with statutory law, unless otherwise agreed below. Immaterial deviations from the agreed functionalities that do not more than insignificantly impair the Customer's use of the Service do not constitute defects. Claims for defects are excluded where the defect is caused by improper use, modifications by the Customer, or operation in a non-contractual environment.

7.2 The limitation period for defect claims is twelve (12) months from delivery or provision of the Service, except in cases of willful misconduct, gross negligence, damage to life, body, or health, claims in respect of defects fraudulently concealed by PTV, claims arising from a breach of essential contractual obligations as set out in Section 8.2 or claims under applicable product liability law. In such cases, the statutory limitation periods shall apply.

## 8. Limitation of Liability

8.1 Unlimited liability. PTV shall be liable to Customer for damages without limitation (i) in cases of willful misconduct and gross negligence, (ii) in cases of injury to life, limb, or health, (iii) in accordance with the provisions of the Product Liability Act, and (iv) to the extent of a warranty expressly assumed by PTV.

8.2 Simple negligence / essential obligations. In the event of simple negligence, PTV shall only be liable for breaches of essential contractual obligations (obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely). In this case, PTV's liability shall be limited to the foreseeable damage typical for this type of contract.

8.3 Exclusion of certain damages. To the extent permitted by law, PTV shall not be liable for damages that are not typical for the contract or atypical, in particular loss of profits, business interruption, saved expenses, or wasted expenses. This exclusion shall not apply to liability under Section 8.1.

8.4 Total liability / cap. Subject to Section 8.1, PTV's total aggregate liability arising from or in connection with this Agreement shall not exceed the remuneration paid by Customer for the Service in question in the twelve (12) months prior to the event causing the damage; in the case of one-off projects, the order amount shall be considered the upper limit. Where liability arises from a breach of data protection obligations under the Data Processing Agreement, PTV's liability shall be limited to two (2) times the annual Charge for the affected Service, subject always to Section 8.1.

8.5 Aggregation of Claims. Multiple related events giving rise to liability that are attributable to a substantially similar cause or a connected series of events shall be treated as a single event for the purposes of the liability cap in Section 8.4. Claims arising from materially different root causes shall be treated as separate events.

8.6 Customer's own responsibility. PTV shall not be liable if the damage is based on a breach of contract or duty by Customer (including a breach of cooperation, usage, or safety requirements).

8.7 Claims for damages under this Section 8 shall be subject to a limitation period of twelve (12) months from the date on which the Customer became aware or ought reasonably to have become aware, the circumstances giving rise to the claim. This shall not apply to claims under Section 8.1, for which the statutory limitation periods shall apply.

8.8 The above provisions shall also apply in favor of employees, representatives, or vicarious agents.

## 9. Indemnification

9.1 PTV will defend Customer against claims that the Service, as provided by PTV and used in accordance with this Agreement, infringes a third party's intellectual property rights, and indemnify Customer for damages finally awarded or settlements approved in writing by PTV. PTV's aggregate liability under this Section 9.1 shall be subject to the limitations set forth in Section 8.

9.2 Customer shall defend PTV against any third-party claims, suits, or proceedings arising from (a) Customer's Material Breach of its obligations under this Agreement or (b) Customer's unauthorized use of the Service. Customer shall indemnify PTV for any damages finally awarded or settlements approved in writing by Customer resulting from such claims.

9.3 If the Service becomes subject to an infringement claim, PTV may at its option: (a) obtain the right for Customer to continue using it; (b) modify it to be non-infringing; or (c) terminate the affected Service and refund prepaid Charge for the unused portion of the term.

9.4 PTV has no obligation for claims arising from: (a) Customer's modification of the Service; (b) combination with non-PTV products; (c) use after PTV notifies Customer to cease; (d) Customer's breach of this Agreement; (e) use of a non-current version if infringement would have been avoided by using a current version.

9.5 Indemnification Procedure. The indemnified party must: (a) promptly notify the indemnifying party; (b) grant sole control of defense and settlement; (c) provide reasonable cooperation. The indemnified party may participate with its own counsel at its expense.

## 10. Term and Termination

10.1 The Agreement begins on the Effective Date and continues for the Initial Term, both specified in the Offer.

10.2 Auto-Renewal. The Agreement shall automatically renew for successive one-year terms (unless otherwise specified) unless either party provides at least sixty (60) calendar days written notice (including email) before the end of the then-current term.

10.3 No Termination for Convenience. Except as expressly stated in this Agreement, neither party may terminate for convenience during the Initial Term or any Renewal Term. All Charges for the full term remain due and payable regardless of actual usage.

10.4 Termination for Cause. Either party may terminate immediately upon written notice (including email) if the other party: (a) commits a Material Breach and fails to cure within thirty (30) days of written notice specifying the breach; (b) becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed.

10.5 Acceleration upon Insolvency. If Customer becomes insolvent or files for bankruptcy, all unpaid Charges for the remaining term become immediately due and payable.

10.6 Effect of Termination

(a) Customer's access to the Service ends on the termination date.

(b) Customer is solely responsible for exporting any Customer Data prior to the termination date. PTV has no obligation to assist with or facilitate the export of Customer Data.

(c) PTV will delete Customer Data within 90 calendar days of termination unless legally required to retain it.

(d) The termination does not relieve Customer of the obligation to pay Charges for the full committed term.

10.7 Survival. Sections 2.1, 8, 11, 12, 13 survive termination or expiration of this Agreement.

## 11. Governing Law and Jurisdiction

The Agreement is governed by the laws of the jurisdiction where the contracting PTV entity is established:

<b>PTV Entity</b>	<b>Governing Law</b>	<b>Courts</b>
<b>PTV Logistics GmbH</b>	Germany	Karlsruhe
<b>Conundra BV</b>	Belgium	Brussels
<b>PTV Logistics US Inc.</b>	Delaware, USA	Delaware

The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

## 12. General Provisions

12.1 Amendments. Changes to the Offer or GTC require written agreement signed by both Parties. There are no verbal side agreements. This also applies to any amendment to this formal clause.

PTV may update the SLA, DPA and GLA with thirty (30) calendar days' prior written notice (including email), provided such changes do not constitute a Material Change.

The Documentation and Product Description are living documents that are amended from time to time to reflect the changes in the Services (which are continuously growing and evolving). PTV may update the Product Description and Documentation at any time to reflect technical adjustments, security updates, bug fixes or improvements to existing functionality without prior notice.

12.2 In the event of a Material Change to the SLA, DPA, GLA, Documentation or Product Description, PTV will provide six (6) months' prior written notice (including email). If Customer objects to a Material Change, Customer may terminate the affected Service with thirty (30) calendar days' notice, effective no earlier than the date the Material Change takes effect.

12.3 Assignment. Neither party may assign this Agreement without prior written consent, except to an Affiliate or successor in a merger, acquisition, or sale of all or substantially all assets. Any prohibited assignment is void.

12.4 Notices. Legal notices must be in writing to the addresses in the Offer, by registered mail or recognized courier. Email is sufficient for operational notices. Notices are effective upon receipt.

12.5 Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full effect.

12.6 No Waiver. Failure to enforce a right does not waive it. Waivers must be in writing and signed by the waiving party.

12.7 Force Majeure. Neither party is liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, terrorism, strikes, pandemics, or government actions, provided the affected party promptly notifies the other and uses Commercially Reasonable Efforts to mitigate.

12.8 Independent Contractors. The parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

12.9 Export Control. Customer shall comply with all applicable export control laws, including U.S. Export Administration Regulations (EAR), EU Dual-Use Regulation (EC 2021/821), and all applicable sanctions administered by OFAC (U.S.), EU, or UN.

12.10 Third-Party Services. The Service may interoperate with third-party services. PTV does not warrant or assume liability for third-party services. Customer's use is at Customer's sole risk and subject to third-party terms.

12.11 Anti-Corruption. Neither party shall offer or accept any bribe, kickback, or improper payment. Each party shall comply with applicable anti-corruption laws, including FCPA, UK Bribery Act, and EU anti-corruption laws.

12.12 Publicity. PTV may include Customer's name and logo in customer lists and marketing materials. Customer may opt out by written notice (including email) to [marketing@ptvlogistics.com](mailto:marketing@ptvlogistics.com).

12.13 Insurance. PTV maintains commercially reasonable insurance coverage, including general liability and cyber/technology errors and omissions insurance, with coverage limits appropriate for a company of its size and industry.

12.14 Non-Solicitation. During the term and for 12 months thereafter, neither party shall directly solicit for employment any employee of the other party who was materially involved in performing this Agreement, without prior written consent. General recruitment advertising is not a violation.

12.15 Compliance with Laws. Each party shall comply with all applicable laws, regulations, and ordinances in the performance of its obligations under this Agreement.

## **13. Confidentiality**

13.1 Obligations. The receiving party shall: (a) use Confidential Information only to perform this Agreement; (b) protect it with at least the same care as its own Confidential Information (but no less than reasonable care); (c) not disclose it except to employees and contractors with a need to know who are bound by confidentiality obligations.

13.2 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available without breach; (b) was known to the receiving party before disclosure; (c) is independently developed without use of Confidential Information; (d) is received from a third party without restriction.

13.3 Required Disclosure. A party may disclose Confidential Information if required by law, regulation, or court order, provided it gives reasonable prior notice (where permitted) and cooperates with efforts to obtain protective treatment.

13.4 Return or Destruction. Upon termination or request, the receiving party shall return or destroy Confidential Information, except for copies retained in routine backups or as required by law.

13.5. Survival of Confidentiality. The obligations of confidentiality set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for a period of three (3) years following the date of such termination or expiration.

## **ANNEXES (incorporated by reference)**

Annex A: Service Level Agreement (SLA)

[https://www.ptvlogistics.com/en/20240923\\_service\\_level\\_agreement\\_v1.10.0\\_en.pdf?inline](https://www.ptvlogistics.com/en/20240923_service_level_agreement_v1.10.0_en.pdf?inline)

Annex B: Data Processing Agreement (DPA)

[https://www.ptvlogistics.com/sites/default/files/2026-03/20260303\\_DPA\\_PTV\\_V3.0.0\\_EN.pdf](https://www.ptvlogistics.com/sites/default/files/2026-03/20260303_DPA_PTV_V3.0.0_EN.pdf)

Annex C: Subprocessors

[https://www.ptvlogistics.com/en/subprocessors\\_ptv?inline](https://www.ptvlogistics.com/en/subprocessors_ptv?inline)

Annex D: Technical and Organizational Measures (TOMs)

PTV Logistics GmbH: [https://www.ptvlogistics.com/en/gdpr\\_toms\\_en.pdf?inline](https://www.ptvlogistics.com/en/gdpr_toms_en.pdf?inline)

Conundra BV:

[https://www.ptvlogistics.com/en/gdpr\\_toms\\_conundra\\_bv\\_en.pdf?inline](https://www.ptvlogistics.com/en/gdpr_toms_conundra_bv_en.pdf?inline)

Annex E: Geodata License Agreement (GLA)

[https://www.ptvlogistics.com/en/PTV\\_Logistics\\_Licensing\\_Terms\\_Geodata\\_EN.pdf?inline](https://www.ptvlogistics.com/en/PTV_Logistics_Licensing_Terms_Geodata_EN.pdf?inline)