

## Service Level Agreement Versie 2.1

Via B.V. (Chamber of Commerce number: 160 68 457), Rembrandterf 1, 5261 XS Vught, The Netherlands

This Service Level Agreement (SLA) is an inextricable element of the subscription between the user and VIA with the goal being to facilitate use of the VIA Software as well as possible and to agree usage in advance. This SLA contains, in addition to the description of the VIA Software to be supplied, the rights and the obligations of both VIA and the user with regard to the agreed level of quality (service level) of the services and/or products (services) to be supplied.

### Article 1 Definitions

1. VIA: the private company with limited liability VIA B.V., established in Vught, the Netherlands, having its principal place of business at Rembrandterf 1, 5261 XS Vught, the Netherlands. Registered at the Chamber Of Commerce under number: 160 68 457.
2. VIA Software: the applications (services) offered by VIA (or its commercial agent on behalf of VIA), including:
  - o A traffic Internet platform for government bodies, the police, consultancies and traffic organisations for the web-based registration, reporting, monitoring, detection and analysis of traffic data.
  - o An Internet hotline that has been specially developed to make it easy to access traffic data from citizens or professionals for traffic analysis and partnerships with reporting parties and to create partners.
  - o A programme to plan, monitor and evaluate goals, projects and resources.
  - o A programme to manage customer, software and training.
  - o A programme which customers can use to arrange matters such as purchasing data and registering for training courses, to request details about the subscription and to make proposals to amend it.
  - o Availability for the use of data models.
  - o The provision of supplementary applications so that data can be easily consulted or used (such as apps, widgets and web services).
3. Subscription: the agreement between the customer and VIA which lays down the access to and use of the VIA Software and applicable conditions (such as those relating to rate, the customer's subscription area, the user's work area and the floating licence).
4. Customer: any legal entity/natural person that takes out and/or has taken out a subscription with VIA and/or is in discussion with VIA regarding the taking out of a subscription.
5. User: the party that acquires personal access to VIA Software pursuant to a subscription.
6. Login code: the personal, unique and non-transferable combination of numbers, letters and/or characters issued by VIA, which is linked to the user's name and email address, with which only the user in question can access the VIA Software.
7. Floating Licence: a dynamic allocation system whereby a user has a personal login code with which the VIA Software can be accessed. Each floating licence provides access to one active user.
8. Customer's subscription area: The territory described in the subscription to which the customer has access.
9. User's work area: The territory described in the subscription to which the user has access.
10. Database: the digitally stored archive of data, structured with a view to flexible consultation and use. The VIA Software has numerous databases which can be consulted separately and/or in combination. As regards the VIA Software, in principle it only contains data about the customer's subscription area.
11. Helpdesk: a telephone number via which a VIA user or the commercial agent can ask questions or report malfunctions, or obtain advice about using the VIA Software.
12. Delivery deadline: the deadlines issued by VIA relating to the delivery of the VIA Software.
13. Partner: the legal entity/natural person that VIA collaborates with, for example with regard to collecting data, the development of VIA Software, the accessing of knowledge and/or the use of customer network.
14. Commercial agent: the legal entity/natural person that, pursuant to an agreement with VIA, is allowed to agree a subscription with the customer on behalf of VIA.

### Article 2 Country versions

1. Various versions of the VIA Software have been developed for various countries.
2. These versions have been adapted to the official language, the traffic rules and the road characteristics of the country in question.
3. Not all the options are available in all countries.
4. Special provisions may apply to certain countries. These provisions are laid down in the subscription, or elsewhere in this SLA.

### Article 3 Applicability

1. The SLA applies to all subscriptions to the VIA Software. They also apply mutatis mutandis to subscriptions for related software, if these have been offered separately to the VIA Software.
2. If applications referred to by VIA undergo content-related or technical development, this SLA will continue to apply in full to these modules.
3. VIA is entitled to make new applications which have been developed, but which are not yet referred to in this SLA, subject to the SLA by stating this in the subscription.
4. After termination of the subscription this SLA will continue to apply insofar as this is required for a careful processing of the subscription.

### Article 4 - Subscription

1. An indication is given in the subscription of which applications the customer and/or the user has access to and which rates are to be charged. In addition, the subscription will state the customer's subscription area and the number of residents living within the customer's subscription, along with the date on which this is determined. If applicable, the commercial agent will be stated in the subscription.
2. The subscription will also indicate the number of users that can simultaneously access the VIA Software on the grounds of the floating licence by means of a personal login code.
3. As necessary, the subscription can include provisions which deviate from the SLA.

### Article 5 Subscription term and termination

1. The subscription is entered into for a term of at least one year. However, a longer term can be agreed in the subscription.

2. The subscription commences on the day stated in the subscription, from which moment VIA will issue the login codes to the users.
3. The subscription will be tacitly renewed on each occasion for the term of one year except in the event of cancellation by the customer or if VIA decides – without it being obliged to report such or state reasons – not to proceed with a renewal, as a result of which the subscription will end by operation of law after the current term has expired. If a longer term is agreed in a subscription, this longer term will apply in the event of tacit renewal.
4. A three month deadline applies for cancellation by the customer. The customer must cancel in writing in a document drawn up in English or Dutch and signed by someone who is authorised to do so on behalf of the customer. The cancellation must be addressed to: Via BV, Rembrandterf 1, 5261 XS Vught, The Netherlands.
5. If the subscription is extended, it will be subject to the most recent version of the SLA, meaning the version which could be found in the VIA Software after logging in on the first day of the month prior to the month in which the notice period started. By signing the subscription the customer declares its agreement to this in advance.
6. It is not possible to cancel the subscription prematurely.

#### Article 6 Delivery deadlines

1. The delivery deadlines issued by VIA will have been determined to the best of its knowledge on the basis of the data known to VIA when the subscription was concluded, but are only approximated and are only an indication unless explicitly agreed otherwise in writing. VIA undertakes to observe the delivery deadlines wherever possible. The simple violation of delivery deadlines will not cause VIA to be in default and VIA will always – even if the parties have agreed a final deadline – have to be placed in default at least in writing and given a reasonable time to comply.
2. In the event of violation of delivery deadlines as a consequence of force majeure the provisions of Article 17 of these conditions will apply.
3. The delivery deadlines relate to the making accessible of the VIA Software and to the use of data included in the VIA Software.

#### Article 7 Access

1. The VIA Software is accessed via [www.via.software](http://www.via.software), or another Internet address issued by VIA, and by entering the login code on the site.
2. After the first visit to this Internet site the login code can be changed as desired into a personal combination of numbers and letters.
3. The login code is personal and may only be used by the user.
4. The customer must ensure that the VIA Software is accessed with due care and is restricted to the designated parties. Prior to using the VIA Software the user must accept the User Terms and Conditions which may be dependent on the databases and applications to which the customer's subscription gives access.
5. The account management procedure ensures that the customer can telephone VIA (+31 (0)73-6579115) or mail ([info@via.nl](mailto:info@via.nl)) with new user data. The data in question is the following: first name, surname, email address, work area, organisation the user works for. VIA will create the new account within 4 office hours. The new user will receive an activation mail with a link. This will enable the new user to log in and create a personal password, after which s/he can immediately start using the software.
6. However, the customer can allow third parties who actually work for the user but who are not an official and/or are not employed by the user, and who need access to the VIA Software in order to perform their tasks for the customer, to access the VIA Software. Examples are members of staff of consultancies, lone independent entrepreneurs, trainees and temporary staff.
7. The customer must ensure that the parties to whom a login code has been issued keep these login codes secret, do not issue them to third parties and generally manage them carefully.
8. Access to VIA Software is granted on the basis of a fair use policy. This means the VIA policy of (temporarily) restricting user access to the Internet site in the event of excessive burden on the server (for example due to a deliberate overloading of the server via a software application). As regards legitimate and normal use VIA provides an infrastructure which fully supports the burden of use caused by all other users.

#### Article 8 Inputting personal information

1. When accessing certain applications and/or databases the user has the option of entering information into the VIA Software. By doing so the user grants permission for this information to be processed in the VIA Software database. In the event of publication and copying of this information, the user will be asked to provide unequivocal and separate permission.
2. The user is fully responsible for the information entered. VIA or any commercial agent are not in any way responsible or liable for the content of information processed in the VIA Software, which has been entered by the user. The user indemnifies VIA and the commercial agent against all third-party claims relating to the information entered by the user and the processing thereof in the VIA Software.

#### Article 9 Submission of own image material

1. When accessing certain applications the user has the option of submitting image material to be processed in the VIA Software. By doing so the user grants permission for this information to be processed in the VIA Software database. In the event of publication and copying of this information, the user will be asked to provide unequivocal and separate permission.
2. VIA can impose additional technical requirements which the image material to be submitted must fulfil.
3. VIA is entitled to assess the quality of the image material submitted. If, in the opinion of VIA, the quality is unsatisfactory, VIA may reject the image material. The same applies if the image material is offensive, violates the privacy of third parties, or damages the good name of VIA in some other way.
4. The user is fully responsible for the image material submitted. VIA or any commercial agent are not in any way responsible or liable for the content of the image material processed in the VIA Software, which has been submitted by the user.
5. The user guarantees that no third-party rights are violated by the submission of image material and its processing in the VIA Software. The user indemnifies VIA and the commercial agent against all third-party claims relating to the image material submitted by the user and the processing thereof in the VIA Software.

#### Article 10 Use of data

1. All intellectual property rights to all VIA Software made available pursuant to the subscription, including upgrades and supplements, and/or analyses, reports, designs, drawings, (data) models, formulas, software, documents and goods, developed or made available pursuant to the subscription, as well as related preparatory material, with the exception of the data analysed by the customer itself, (collectively to be



referred to as: 'the information') are vested exclusively in VIA or its licensors.

2. The VIA Software and the ideas behind it are and will remain the (intellectual) property of VIA. VIA is entitled to include ideas put forward by the customer and/or the user in the VIA Software without owing anything in return to the customer and/or the user and without the latter being able to derive any rights. VIA also reserves the right to use the knowledge which has increased through delivery of the VIA Software for other purposes, insofar as no confidential information is communicated to third parties while doing so.
3. VIA is and will remain the owner of the data models in the VIA Software. Unless otherwise agreed, the customer is and will remain the owner of the data entered into those data models. Upon termination of the subscription VIA will return that data to the customer at its request in ASCII after the customer has fulfilled all its obligations pursuant to said subscription. The customer must submit this request to VIA within 1 month after termination of the subscription, with failure to do so meaning that VIA can demand payment for making said data available and/or can refuse to make it available.
4. The customer will only acquire non-exclusive, non-transferable rights of use and authorities which are explicitly allocated to it under the subscription.
5. Under the subscription the user is entitled to use the VIA Software data. This right of use is limited, however, to the VIA Software data which relates to the user's work area.
6. The user is entitled to publish the VIA Software data, whether in processed form or otherwise, for example by means of a website, a press release or an interview, provided a source reference is added.
7. The user is also entitled to process the VIA Software data in its own documents or publications and to copy these, provided a source reference is added.
8. Data which has been indicated as coming from a third party may only be used if a clear reference is made to these third parties, in an identical manner as for the VIA Software. VIA can limit this use by the user.
9. The user is not permitted to pass on data to third parties, other than indicated in this SLA, in any form or for any application, unless determined otherwise in this SLA or in the subscription.
10. The use of data by consultancies commissioned by the user is, however, permitted but only for the purpose of the assignment in question. At the end of the assignment this use must be immediately terminated. The customer and the user guarantee vis-à-vis VIA and any commercial agent that these third parties act pursuant to this SLA.
11. Use of the data by other authorities operating in the user's work area is permitted, insofar as this use is limited and does not lead to a situation in which it is, in effect, no longer necessary or desirable for these other authorities to take out a subscription in the user's work area in question.
12. In the event that the data is used by consultancies or other authorities, as referred to respectively in paragraphs 10 and 11, the customer and the user are responsible for distributing the login codes to these consultancies or other authorities. On request VIA will provide the customer, periodically or otherwise, with an overview of the access to the VIA Software obtained by the user, consultancies and other authorities. This overview will indicate, among other things, the period of time that the VIA Software was accessed. The customer and the user declare their approval of this in advance.
13. VIA and any commercial agent are entitled to check, at any time, whether the customer and the user have complied with the above in this provision without permission from the customer and the user being required and to take legal measures as necessary. VIA is also entitled to assign the same right to the third parties as referred to in paragraph 8.
14. The customer and the user indemnify VIA, the commercial agent and the third parties referred to in paragraph 8 against all third-party claims which are the consequence of publication of the VIA Software data, as referred to in paragraph 6.
15. The customer and the user indemnify VIA, the commercial agent and the third parties referred to in paragraph 8 against all third-party claims which are the consequence of processing the VIA Software data in their own documents or publications and the copying thereof, as referred to in paragraph 7.

#### **Article 11 Violation of third-party rights**

1. If a competent court irrevocably establishes in a legal action against VIA that the VIA Software supplied by VIA violates a third-party intellectual property right, VIA will, at its own discretion, replace the VIA Software with software which does not violate the right in question, tried to acquire a relevant right of use for repaid the customer the price paid for said VIA Software, less a reasonable payment for previous use.
2. With regard to any violation of third-party rights, VIA does not have any obligations other than those referred to in the first paragraph.

#### **Article 12 Service level**

1. VIA will keep the VIA Software data up-to-date wherever possible, insofar as it is capable of doing so. Account should also be taken of the fact that some of the information processed in the VIA Software comes from third parties.
2. The VIA helpdesk can be contacted by users on working days in the Netherlands between 8.30 a.m. and 5.00 p.m. via telephone number +31 73 657 9115 and digitally via a form in the software or via [info@via.nl](mailto:info@via.nl). VIA is not set up to provide 24 hour services seven days a week. If the helpdesk service is provided by the commercial agent, the data on accessibility will be available on [www.via.software](http://www.via.software) and on the commercial agent's website. The response time is within 4 office hours for all three forms of contact referred to.
3. The VIA Software is fully web-based and works using Software as a Service (SaaS) technology which means that the user only needs a computer and a standard Internet browser to gain access to the VIA Software. The user does not need to install or purchase any special hardware or software. In order to access the VIA Software, the user has to have adequate Internet access.
4. VIA will continuously carry out technical maintenance of the VIA Software and, where necessary, adapt it to the latest technical developments. This will not cause any hindrance for the user, nor restrict availability. If, in an exceptional circumstance and only in the case of VIA Statistics, there is a chance that the user will be hindered by the maintenance, this maintenance will take place outside office hours during periods of low usage. In that case the user will be automatically logged out.
5. The communication about all forms of maintenance, malfunctions, updates, new data files and announcements takes place via notifications in the software. The user will also receive an email in the event of missed notifications. The standard setting is 1 week. The user can adapt this at its own discretion.
6. VIA has subcontracted the web hosting of the VIA Software to IS (Interned Services) in Amsterdam, on the basis of the Dedicated Hosting SLA. VIA is liable for any actions or omissions by IS and defects to the web hosting in question.
7. VIA will do its utmost to keep the VIA Software continuously accessible at an acceptable level of quality. In accordance with the SLA with IS, the VIA Software offers the following availability:



- a. Service Window: 24x7
  - b. Response time during office hours: 1 hour
  - c. Response time outside office hours: 4 hours
  - d. Availability: 98%
8. Any liability of VIA and any commercial agent for interruptions in access to the VIA Software, or for defective access to the VIA Software, is excluded insofar as caused by third parties.

#### Article 13 Prices, rates and payment

1. All prices and rates apply in euros and do not include turnover tax and/or other levies.
2. The rates relating to a subscription can be adjusted annually by VIA. This adjustment will never be higher than the index which applies to the services (the supply of VIA Software, goods and other services) issued by Statistics Netherlands (CBS). VIA can deviate from this in the context of the execution or actual effect of the subscription in countries other than the Netherlands.
3. Incidentally VIA is entitled, in the event of circumstances which lead to increased cost prices, to change the prices and rates it uses. In the event that the change implies an increase of more than 10%, or if this change takes place within three months after concluding the agreement with the customer, the customer will be entitled to dissolve the agreement with VIA. This entitlement lapses on the 15th day after the date of the first invoice which was sent to the customer after the increase in prices and rates.
4. The rates relating to a subscription can be adjusted annually by VIA.
5. During the term of the subscription, however, the rates will continue to apply which applied when the subscription was taken out, or in the event of renewal of the subscription in question.
6. In the event of a change to the rates as referred to in paragraph 2, VIA or any commercial agent will send the user a statement of the rates which apply in connection with the extension well before the commencement of the notice period.
7. Invoicing will take place before the subscription period in question commences. In the event that this period covers several years, the invoicing will take place prior to the new year.
8. Invoices must be paid, without suspension or set-off, within 30 days after the invoice date. If this deadline is exceeded, the customer will be legally in default and late payment interest equal to the applicable statutory (commercial) interest will be payable and the work may be suspended.

#### Article 14 Blocking access

1. VIA can block user access to the VIA Software if it transpires that the user has contravened the SLA, in the event that the user misuses the VIA Software, or if the user has caused damage to the VIA Software or any commercial agent or threatens to do so.
2. This blocking can take place without any prior notification or statement of reasons. In the event of blocking, neither VIA nor any commercial agent will be obliged to pay compensation.

#### Article 15 Privacy

1. The customer guarantees that all statutory regulations concerning the processing of personal data will be observed and that all the prescribed registrations have been made and all permissions acquired with regard to processing personal details. The customer will issue all relevant information to VIA at the first request.
2. The customer indemnifies VIA against all third-party claims which might be brought vis-à-vis VIA due to violation of the statutory regulations concerning the processing of personal data by the customer and/or the users that obtain access to the VIA Software pursuant to the subscription.
3. With regard to any violation of third-party rights, VIA does not have any obligations other than those referred to in the first paragraph.

#### Article 16 Liability

1. The total liability of VIA and any commercial agent due to an attributable failure in the fulfilment of the obligations under the subscription or on other grounds, is limited to payment of the material direct damage. This liability is also limited to no more than the amount invoiced for the subscription period in question. This amount excludes VAT and any levies which can be imposed by a foreign government.
2. VIA or any commercial agent are not liable for indirect damage and consequential loss, such as missed savings, damage due to operational delays and damage as a consequence of claims against the customer and/or the user.
3. VIA or any commercial agent are not liable for deformation, destruction or loss of data or documents.
4. Any entitlement to compensation lapses if the damage is not reported in writing to VIA and any commercial agent as quickly as possible but by no later than within 8 working days in the Netherlands after the damage has occurred.
5. A claim against VIA or any commercial agent for compensation or otherwise will lapse twenty-four months after it has been lodged.

#### Article 17 Force majeure

1. Neither VIA, nor the commercial agent, nor the customer, nor the user is obliged to fulfil any obligation referred to in the subscription or in the SLA if it is unable to do so as a consequence of force majeure.
2. In this context force majeure means, among other things:
  - a. Force majeure in relation to VIA suppliers, including RWS, Politie, SPV, SEPS, TomTom, HERE and IS;
  - b. The inadequate fulfilment of subscription obligations and licences by third parties, if those subscription obligations and licences have been imposed on the customer in this SLA.
  - c. Government measures.
  - d. Power cuts, and Internet and telephone network malfunctions.
  - e. War and natural disasters.
  - f. Occupations and strikes.
3. If a situation of force majeure lasts longer than ninety days, both VIA and the customer will be entitled to dissolve the subscription in writing. The part of the subscription period that has already passed will then be settled proportionally, without the parties owing each other anything.

#### Article 18 Transfer of rights and obligations

1. The customer is not entitled to transfer the rights and obligations resulting from the subscription to third parties without written permission from VIA.

#### Article 19 Special conditions

1. The customer and/or the user are not permitted to publicise results from the database with regard to which they are not the road operator or do not have permission from the road operator.
2. When taking out the subscription the user also agrees to the conditions of HERE included below which should also be regarded as third-party clauses for the benefit of HERE.
  - a. The user is not permitted to extract and/or export data from the Traffic Analytics or part of the data from the VIA Software in any form whatsoever (view only).
  - b. The user is only permitted to distribute the HERE Speed Data Reports within the licensed working area of VIA Software Speeds and only to public organizations, for example to aldermen. The user is not permitted to use the HERE Speed Data Report for consumer facing and public purposes such as a public website.
3. By entering into the Subscription, the user also agrees to the terms and conditions of SEPS included below, which must also be considered as third-party clauses in favor of SEPS.
  - a. The user is not permitted to retrieve source data from MobielSchadeMelden.nl or part of the source data from the VIA Software and/or to export in any form whatsoever.
  - b. The user is allowed to use the data from MobielSchadeMelden.nl or derivatives for the express condition that they are exclusively used in the context of making traffic safety transparent via the VIA Software platform and the other VIA traffic safety applications.
4. In the case of Belgian users of the VIA Software in conjunction with traffic accidents, VIA cannot offer any support as regards creating an export file from the so-called ISLP, given that VIA is not permitted to access the so-called Hilde network and therefore has no access to the ISLP.

#### Article 20 Applicable law and disputes

1. This SLA is subject to Dutch law. The applicability of the Vienna Sales Convention (CISG), if applicable, is expressly excluded.
2. The parties will attempt to resolve disputes which might arise in connection with the agreement first and foremost by means of mutual consultation and, if they fail to reach mutual agreement, through the intervention of a mediator affiliated to the Netherlands Mediation Institute [Nederlands Mediation Instituut] (NMI). Remaining disputes, including disputes about the existence and validity of the agreement will, in the first instance, be submitted exclusively to the competent court in the district of East Brabant.