What you can expect from us.

Service Level Agreement

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This is a translation. In case of any discrepancy, the Dutch text prevails.

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

This Service Level Agreement (SLA) forms an integral part of the Subscription between the Customer and VIA, the aim being to offer the use of the VIA Software as well as possible and to agree on its use in advance. In addition to a description of the VIA Software to be supplied, this SLA also sets out the rights and obligations of VIA as well as of the Customer and the User with regard to the agreed quality level (service level) of the services and/or products (services) to be supplied.

Article 1. Definitions

1. VIA: the private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) Via B.V., having its registered office in Vught, the Netherlands, and its place of business at Rembrandterf 1, 5261 XS Vught, the Netherlands. Registered with the Chamber of Commerce under number: 160 68 457.
2. VIA Software: the applications offered by VIA (or by its Commercial Agent on VIA's behalf), including:

- A traffic engineering internet platform for public authorities, police, consultancy firms and traffic organisations to register, report on, monitor, flag and analyse traffic data on the web;
- An internet reporting point developed specifically to make traffic information from members of the public or professionals easily accessible for traffic engineering analysis and to set up collaboration with reporters and Partners.
- A program to plan, monitor and evaluate goals, projects and resources.
- A program for relationship, software and training management.
- A program with which the Customer can arrange matters such as the purchase of data and registration for training courses, request information about the Subscription and propose changes to it.
- Making data models available for use.
- The supply of additional applications for consulting or using data easily (such as apps, widgets and web services).

3. Subscription: the agreement between the Customer and VIA that governs access to and use of the VIA Software and the conditions applicable thereto (such as those relating to the rate, the Customer's

subscription area, the User's work area and the Floating License).

4. Customer: any natural or legal person who concludes and/or has concluded a Subscription with VIA and/or is in negotiations with VIA about concluding a Subscription.
5. User: the person who obtains personal access to VIA Software under a Subscription.
6. Login Code: the personal, unique and non-transferable combination of numbers, letters and/or characters issued by VIA, linked to the name and email address of the User, with which only that User can obtain access to VIA Software.
7. Floating License: a dynamic allocation system in which a User has a personal Login Code with which they have access to the VIA Software. One active User has access per Floating License.
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, set up for flexible consultation and use. The VIA Software has several databases that can be consulted separately and/or in combination. The VIA Software in principle contains only data about the Customer's Subscription Area.
11. Helpdesk: a telephone number where a User can put questions to VIA or the Commercial Agent, report faults or obtain advice on the use of the VIA Software.
12. Delivery Period: the periods stated by VIA for the delivery of the VIA Software.
13. Partner: the natural or legal person with whom VIA works together, for example in the collection of data, the development of VIA Software, the unlocking of knowledge and/or the use of a network of contacts.
14. Commercial Agent: the natural or legal person who, under an agreement with VIA, is permitted to agree a Subscription with the Customer on VIA's behalf.

Article 2. Country versions

1. Different versions of the VIA Software have been developed for different countries.
2. These versions have been adapted to the official language, the traffic rules and the road characteristics of the country concerned.
3. Not all features are available in all countries.
4. Special provisions may apply to certain countries. These provisions are laid down in the Subscription or can be found elsewhere in this SLA.

Article 3. Applicability

1. The SLA applies to all Subscriptions to the VIA Software. It also applies mutatis mutandis to subscriptions to related software, if such software is offered separately from the VIA Software.
2. If applications named by VIA are developed further in terms of content or technology, this SLA shall continue to apply in full to these modules.
3. VIA has the right to bring new applications that have been developed, but are not yet named in this SLA, within the scope of the SLA by naming them in the Subscription.

4.

After termination of the Subscription, this SLA shall remain in force insofar as the proper settlement of the Subscription so requires.

Article 4. Subscription

1. The Subscription states the applications to which the Customer and/or User has access and the rates charged for them. In addition, the Subscription states the Customer's Subscription Area and the number of inhabitants within the Customer's Subscription Area, together with the date on which this was determined. Where applicable, the Commercial Agent is named in the Subscription.
2. The Subscription furthermore states the number of Users who, on the basis of the Floating License, may have access to the VIA Software simultaneously, each with a personal Login Code.
3. Provisions that deviate from the SLA may, where necessary, be included in the Subscription.

Article 5. Subscription term and termination

1. The Subscription is entered into for a term of at least one year. However, a longer term may also be agreed in the Subscription.
2. The Subscription commences on the date stated in the Subscription; VIA shall issue the Login Codes to the Users from that moment onwards.
3. The Subscription is tacitly renewed each time for a term of one year, unless the Customer has given notice of termination or VIA decides – without being obliged to give notice thereof and without being obliged to state reasons – not to proceed with renewal, whereupon the Subscription ends by operation of law on expiry of the then current term. If a longer term has been agreed in a Subscription, that longer term shall apply upon tacit renewal.
4. A notice period of three months applies to termination by the Customer. Notice of termination by the Customer must be in writing, drawn up in the English or Dutch language and signed by a person authorised to do so on behalf of the Customer. The notice of termination must be addressed to: Via BV, Rembrandterf 1, 5261 XS Vught, the Netherlands.
5. Upon renewal of the Subscription, the most recent version of the SLA shall apply to it, that is to say the version that could be found within the VIA Software after logging in on the first day of the month preceding the month in which the notice period commenced. By signing the Subscription, the Customer agrees to this in advance.
6. Interim termination of the subscription is not possible.

Article 6. Delivery Periods

1. The Delivery Periods stated by VIA have been determined to the best of its knowledge on the basis of the information known to VIA when the Subscription was entered into, but are given by approximation only and are indicative only, unless expressly agreed otherwise in writing. VIA shall make every effort to observe the Delivery Periods as far as possible. The mere fact that Delivery Periods are exceeded shall not put VIA in default; VIA must in all cases – even if the parties have agreed a final deadline – at least have

been given written notice of default setting a reasonable period for performance.

2. In the event that delivery periods are exceeded as a result of force majeure, the provisions of Article 17 of these terms shall apply.
3. The delivery periods relate both to making the VIA Software available and to the use of data included in the VIA Software.

Article 7. Access

1. Access to the VIA Software is obtained by visiting www.via.software, or another internet address to be specified by VIA, and entering the Login Code there.
2. After a first visit to this website, the Login Code may, if desired, be changed to a personally chosen combination of numbers and letters.
3. The Login Code is personal and may be used solely and exclusively by the User personally.
4. The Customer shall ensure that access to the VIA Software takes place with due care and that such access remains limited to those designated for it. Before using the VIA Software, the User must accept the Terms of Use, which may depend on the databases and applications to which the Customer's subscription gives access.
5. The account management procedure provides that the Customer can telephone VIA (073-6579115) or email VIA (info@via.nl) with the details of a new user. This concerns the following details: first name, surname, email address, work area and the organisation at which the User works. VIA creates the new account within 4 office hours. The new user receives an activation email with a link. In this way, the new user can log in and create a personal password, after which they can get started straight away.
6. The Customer may, however, permit third parties who in fact work at the User but are not civil servants and/or are not employed by the User, and who need access to the VIA Software in the performance of their work for the Customer, to have access to the VIA Software. Examples include staff of consultancy firms, self-employed persons without staff, interns and temporary agency workers.
7. The Customer shall ensure that those to whom a Login Code has been issued keep these Login Codes secret, do not disclose them to third parties and generally manage them with due care.
8. Access to VIA Software is granted on the basis of a fair use policy. This is understood here to mean VIA's policy of restricting, whether or not temporarily, the User's access to the website in the event of an abnormally high load on the server (for example due to a deliberate loading of the server by means of a software application). For legitimate and normal use, VIA provides an infrastructure that fully supports the load of all other Users.

Article 8. Input of own information

1. When accessing certain applications and/or databases, the User has the option of entering information into the VIA Software themselves. The User thereby consents to the processing of this information in the VIA Software database. In the event of its disclosure and reproduction, the User's consent will be

requested clearly and separately for this.

2. The User is fully responsible for the information entered. VIA and any Commercial Agent are in no way responsible or liable for the content of information processed in the VIA Software that has been entered by the User. The User shall indemnify VIA and the Commercial Agent against all claims by third parties relating to the information entered by the User and its processing in the VIA Software.

Article 9. Supply of own image material

1. When accessing certain applications, the User has the option of supplying image material that is processed in the VIA Software. The User thereby consents to the processing of this image material in the VIA Software database. In the event of its disclosure and reproduction, the User's consent will be requested clearly and separately for this.
2. VIA may set additional technical requirements that the image material to be supplied must meet.
3. VIA has the right to assess the quality of the image material supplied. If, in VIA's opinion, the quality is insufficient, VIA may refuse the image material. The same applies if the image material is offensive, harms the privacy of third parties or in any other way damages VIA's good name.
4. The User is fully responsible for the image material supplied. VIA and any Commercial Agent are in no way responsible or liable for the content of image material processed in the VIA Software that has been supplied by the User.
5. The User warrants that the supply of image material and its processing in the VIA Software do not infringe any third-party rights. The User shall indemnify VIA and the Commercial Agent against all claims by third parties relating to the image material supplied by the User and its processing in the VIA Software.

Article 10. Use of data

1. All intellectual property rights in all VIA Software made available under the Subscription, including upgrades and additions, and/or in analyses, reports, designs, drawings, (data) models, formulas, software, documents and items developed or made available under the Subscription, as well as preparatory material thereof, with the exception of the data analysed by the Customer itself (together referred to as: "Information"), are vested exclusively in VIA or its licensors.
2. The VIA Software and the ideas behind it are and remain the (intellectual) property of VIA; VIA is entitled to incorporate ideas put forward by the Customer and/or User into the VIA Software without owing the Customer and/or User anything in that respect and without the latter being able to derive any rights therefrom. VIA also reserves the right to use the knowledge gained through the provision of the VIA Software for other purposes, provided that no confidential information is disclosed to third parties in doing so.
3. With regard to the data models in the VIA Software, VIA is and remains their owner; unless agreed otherwise, the data entered into those data models is and remains the property of the Customer. Upon termination of the Subscription, VIA shall, at the Customer's request, supply that data to the Customer as ASCII once the Customer has fulfilled all its obligations under that Subscription. The Customer must have

made this request to VIA within 1 month of the termination of the Subscription, failing which VIA may charge a fee for making that data available and/or may refuse to make it available.

4. The Customer obtains only the non-exclusive, non-transferable rights of use and powers that are expressly granted to it under the Subscription.
5. Under the Subscription, the User has the right to use the VIA Software data. This right of use is, however, limited to the VIA Software data relating to the User's Work Area.
6. The User has the right to disclose the VIA Software data, whether or not in edited form, for example by means of a website, a press release or an interview, with acknowledgement of the source.
7. The User furthermore has the right to process the VIA Software data in their own documents or publications and to reproduce these, with acknowledgement of the source.
8. Data indicated as originating from third parties may only be used with a clear reference to those third parties, in the same manner as in the VIA Software. VIA may restrict such use by the User.
9. The User is not permitted to pass on data to third parties, other than as set out in this SLA, in any form and for any application whatsoever, unless otherwise provided in this SLA or in the subscription.
10. Use of data by consultancy firms working on the User's instructions is, however, permitted, but solely and exclusively for the purpose of the assignment concerned. Such use must cease immediately upon completion of the assignment. The Customer and User warrant to VIA and any Commercial Agent that these third parties act in accordance with this SLA.
11. Use of data by other public authorities operating within the User's Work Area is permitted, provided that such use is limited and does not lead to a situation in which it is in fact no longer necessary or desirable for those other public authorities in the User's Work Area concerned to take out a Subscription themselves.
12. In the event of use of data by consultancy firms or other public authorities, as referred to in paragraph 10 and paragraph 11 respectively, the Customer and User are responsible for the distribution of the Login Codes among these consultancy firms or other public authorities. VIA shall provide the Customer, on request, with an overview, whether or not periodic, of the access to the VIA Software obtained by the User, consultancy firms and other public authorities. This overview shall state, among other things, for what duration access to the VIA Software was obtained. The Customer and User agree to this in advance.
13. VIA and any Commercial Agent have the right at any time to verify whether the Customer and User have complied with the foregoing provisions of this article, without the consent of the Customer and User being required for this, and to take legal measures if necessary. VIA is furthermore entitled to grant the same right to the third parties referred to in paragraph 8.
14. The Customer and User shall indemnify VIA, the Commercial Agent and the third parties referred to in paragraph 8 against all claims by third parties resulting from the disclosure of the VIA Software data, as referred to in paragraph 6.
15. The Customer and User shall indemnify VIA, the Commercial Agent and the third parties referred to in paragraph 8 against all claims by third parties resulting from the processing of the VIA Software data in their own documents or publications and the reproduction thereof, as referred to in paragraph 7.

Article 11. Infringement of third-party rights

1. If a competent court in legal proceedings against VIA establishes by a final and unappealable judgment that the VIA Software supplied by VIA infringes an intellectual property right of a third party, VIA shall, at its option, replace the VIA Software with software that does not infringe the right concerned, endeavour to acquire a right of use in that respect or refund to the Customer the price paid for that VIA Software, less a reasonable fee for the prior use.
2. VIA has no obligations with regard to any infringement of third-party rights other than those stated in the first paragraph.

Article 12. Service level

1. VIA shall keep the VIA Software data as up to date as possible, insofar as this is within its power. In this respect, it must be taken into account that part of the information processed in the VIA Software is supplied by third parties.
2. VIA's helpdesk can be reached by Users on Dutch working days between 8:30 and 17:00 by telephone on +31 73 657 9115 and digitally via a form in the software or via info@via.nl. VIA is not set up to provide services 24 hours a day, seven days a week. If the helpdesk is provided by the Commercial Agent, its contact details can be found at www.via.software and on the Commercial Agent's website. The response time is within 4 office hours, for all three of the contact methods mentioned.
3. The VIA Software is fully web-based and works using Software as a Service (SaaS) technology, which means that, to access the VIA Software, the User need only have a computer with a standard internet browser. The User does not otherwise need to install or purchase any special hardware or software. To be able to access the VIA Software, the User must have adequate access to the internet.
4. Working with the VIA Software is only possible if the browser can use the latest encryption standards for the HTTPS protocol; to this end, VIA aims for a level A status at SSL Labs.
5. VIA shall continuously maintain the VIA Software technically and, where necessary, adapt it to the latest technical developments. The User shall not be inconvenienced by this, nor shall availability be restricted as a result. If, in the exceptional case, and applicable solely and exclusively to VIA Statistiek, there is a chance that the User will nevertheless be inconvenienced by the maintenance, this maintenance shall take place outside office hours, during a period of low usage. In that case, the User will be logged out automatically.
6. Communication about all forms of maintenance, disruptions, updates, new data files and announcements takes place via notifications in the software. In addition, the User receives an email about missed notifications. The default setting for this is 1 week. The User may adjust this at their own discretion.
7. VIA has outsourced the web hosting of the VIA Software to IS (Interned Services) in Amsterdam, on the basis of an SLA for Dedicated Hosting. VIA is liable for any act or omission of IS and for defects in the web hosting concerned.
8. VIA shall use its utmost efforts 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%

9. Any liability of VIA and any Commercial Agent for interruptions of access to the VIA Software, or for defective access to the VIA Software, is excluded insofar as the cause thereof lies with third parties.

Article 13. Prices, rates and payment

1. All prices and rates are stated in euros and are exclusive of turnover tax (VAT) and/or other levies.
2. The rates for a Subscription may be adjusted annually by VIA. Such adjustment shall never exceed the index applicable to the Services (the supply of VIA Software, goods and other services), as published by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS). VIA may deviate from this where the Subscription is performed or actually operates in countries other than the Netherlands.
3. In addition, in the event of circumstances that increase its cost price, VIA shall be entitled to change the prices and rates it applies. If the change amounts to an increase of more than 10%, or if it takes place within three months of the conclusion of the Agreement with the Customer, the Customer shall be entitled to dissolve the Agreement with VIA. This right lapses on the 15th day after the invoice date of the first invoice sent to the Customer after the increase in prices and rates.
4. The rates for a Subscription may be adjusted annually by VIA.
5. During the term of the Subscription, however, the rates that applied when the Subscription was entered into, or when it was last renewed, shall continue to apply.
6. In the event of a change in the rates as referred to in paragraph 2, VIA or any Commercial Agent shall send the User a statement of the rates that will apply upon renewal well before the notice period begins.
7. Invoicing takes place before the Subscription Period concerned commences. In the case of multiple years, invoicing shall take place prior to the new year.
8. Invoices must be paid, without suspension or set-off, within 30 days of the invoice date. If this period is exceeded, the Customer shall be in default by operation of law, shall owe default interest equal to the applicable statutory (commercial) interest, and the work may be suspended.

Article 14. Blocking of access

1. VIA may block the User's access to the VIA Software if the User is found to have breached the SLA, if the User misuses the VIA Software or if the User has caused or threatens to cause damage to the VIA Software or to any Commercial Agent.
2. Such blocking may take place without any prior notice or statement of reasons. In the event of blocking, neither VIA nor any Commercial Agent shall be obliged to pay any compensation.

Article 15. Privacy

1.

The Customer warrants that all statutory regulations concerning the processing of personal data are complied with, that all required notifications have been made and that all required consents for the processing of personal data have been obtained. The Customer shall provide VIA with all information in this respect at its first request.

2. The Customer shall indemnify VIA against all claims by third parties that may be brought against VIA on account of a breach of the statutory regulations concerning the processing of personal data by the Customer and/or the Users who obtain access to the VIA Software under the Subscription.
3. VIA has no obligations with regard to any infringement of third-party rights other than those stated in paragraph 1.

Article 16. Liability

1. The total liability of VIA and any Commercial Agent for an attributable failure in the performance of the obligations under the Subscription, or on any other grounds, is limited to compensation for material direct damage. This liability is furthermore limited to a maximum of the amount invoiced for the Subscription Period concerned. This amount is exclusive of VAT and any levies that may have been imposed by a foreign government.
2. The liability of VIA and any Commercial Agent for indirect damage and consequential damage, such as lost savings, damage due to business interruption and damage resulting from claims against the Customer and/or User, is excluded.
3. The liability of VIA and any Commercial Agent for the mutilation, destruction or loss of data or documents is excluded.
4. A right to compensation lapses if the damage has not been reported in writing to VIA and any Commercial Agent as soon as possible, and no later than within 8 Dutch working days, after it arose.
5. A claim for damages or any other claim against VIA or any Commercial Agent lapses twenty-four months after the claim arises.

Article 17. Force majeure

1. Neither VIA, nor the Commercial Agent, nor the Customer, nor the User is obliged to fulfil any obligation set out in the Subscription or in the SLA if they are unable to do so as a result of force majeure.
2. Force majeure is understood here to include, among other things:

- a. Force majeure on the part of VIA's suppliers, including RWS, Police, SPV, SEPS, TomTom, HERE and IS;
- b. The improper fulfilment of subscription obligations and licences by third parties, where those subscription obligations and licences are prescribed to the Customer in this SLA;
- c. Government measures;
- d. Power failures, Internet outages and telephone network outages;
- e. War and natural disasters;
- f. Occupations of the workplace and strikes.

3.

If a force majeure situation lasts longer than ninety days, both VIA and the Customer have the right to dissolve the subscription in writing. In that case, the part of the subscription period that has already elapsed shall be settled pro rata, without the parties owing each other anything further.

Article 18. Transfer of rights and obligations

1. The Customer is not entitled to transfer the rights and obligations arising from the Subscription to a third party without the written consent of VIA.

Article 19. Special conditions

1. The Customer and/or User is not permitted to make public any results from the Database relating to roads of which they are not the road authority, unless they have the permission of the road authority.
2. By entering into the Subscription, the User also agrees to the conditions of HERE reproduced below, which are also to be regarded as third-party stipulations for the benefit of HERE.

   a. The User is not permitted to extract and/or export data from Traffic Analytics, or any part of the data, from the VIA Software in any form whatsoever (view only). b. The User is only permitted to distribute the Route Reports containing speed data from HERE within the licensed work area of VIA Software Snelheden, and only to public organisations, for example to aldermen. The User is not permitted to use the Route Report for consumer-facing and public purposes, such as a public website.
3. By entering into the Subscription, the User also agrees to the conditions of SEPS reproduced below, which are also to be regarded as third-party stipulations for the benefit of SEPS. a. The User is not permitted to extract and/or export source data from MobielSchadeMelden.nl, or any part of the source data, from the VIA Software in any form whatsoever. b. The User is permitted to use the data from MobielSchadeMelden.nl or derivatives thereof on the express condition that they are used exclusively for the purpose of providing insight into road safety via the VIA Software platform and the other road safety applications of VIA linked to it.
4. For Belgian Users of the VIA Software with road traffic accidents, VIA cannot provide support for creating an export file from the so-called ISLP, since VIA is not admitted to the so-called Hilde network and therefore has no access to the ISLP.

Article 20. Governing law and disputes

1. This SLA is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG), should it apply at all, is excluded.
2. The parties shall first endeavour to resolve any disputes that may arise in connection with the Agreement through mutual consultation and, failing mutual agreement, through the intervention of a mediator affiliated with the Netherlands Mediation Institute (Nederlands Mediation Instituut, NMI). Remaining disputes, including disputes concerning the existence and validity of the Agreement, shall be submitted at first instance exclusively to the competent court in the district of Oost-Brabant.