Agreements on use.

Terms of Use

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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

These Terms of Use (ToU) form an integral part of the Subscription between the User 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, these ToU also set out the rights and obligations of both VIA and the User.

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. User's Work Area: the territory described in the Subscription.
9. 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 User's work area.
10. Helpdesk: a telephone number and digital service desk where a User can put questions to VIA or the Commercial Agent, report faults or obtain advice on the use of the VIA Software.
11. 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.
12. 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. 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 User must accept the ToU before using the VIA Software.
5. 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 3. 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 4. 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 5. 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 User themselves (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 User into the VIA Software without owing the User anything in that respect and without the User 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 and/or User. 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 User obtains only the non-exclusive, non-transferable rights of use and powers that are expressly granted to them 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 these ToU, in any form and for any application whatsoever, unless otherwise provided in these ToU 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 these ToU.
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 6. 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. In principle, 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. 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.
5. 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. 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.
7. VIA shall use its utmost efforts to keep the VIA Software continuously accessible at an acceptable level of quality. However, VIA cannot guarantee this, partly because the web hosting of the VIA Software has been outsourced. In accordance with the SLA with IS, the VIA Software offers the following availability:

- Service Window: 24x7
- Response time during office hours: 1 hour
- Response time outside office hours: 4 hours
- Availability: 98%

8. 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 7. Blocking of access

1. VIA may block the User's access to the VIA Software if the User is found to have breached the ToU, 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 8. Privacy

1. The User 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 User shall provide VIA with all information in this respect at its first request.
2. The User 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 9. 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 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 10. 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 ToU 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 User in these ToU;

- 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 11. 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 12. Governing law and disputes

1. These ToU are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG), should it apply at all, is excluded.