

SERVICE LEVEL AGREEMENT

Version 1.0 - 2022

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This Service Level Agreement (hereinafter: '**SLA**') applies to the services of Non-Powered Asset Control B.V. (hereinafter: '**CLC**') to clients in the execution of the agreement entered into by them (hereinafter: the '**Agreement**'). CLC will strive to the best of its ability to comply with the service levels included in this SLA. In this SLA, CLC and the Client will also be separately referred to as 'Party' and jointly as 'Parties'.

1. Availability

Subject	Service Level
Up-time Server & User interface	99.99% measured on an annual basis (excluding maintenance and updates)
Accessibility Server & User interface	99.99% measured on an annual basis (excluding maintenance and updates)

A condition for compliance with the above-mentioned service levels is that the Client ensures a stable (mobile) network connection. As part of its services, CLC provides coverage on the (mobile) networks included in the Agreement. If, during the term of this SLA, the (mobile) networks in question are phased out (for example, due to the arrival of new network technologies) and/or the physical configuration of the hardware supplied by CLC must be replaced to ensure the connection (for example, due to the loss of a telecom provider), the connection to the service to be provided by CLC will no longer be possible. In that case, this SLA will end and CLC will charge the agreed fee proportionally up to that moment, provided that the Client has a periodic payment obligation. In this situation, there is no question of an attributable shortcoming on the part of CLC.

2. Support/response time

Subject	Service Level
Opening hours Support Desk (support@connected-load-carrier.com)	10:00 a.m. - 4:00 p.m. (CET) on working days, unless agreed otherwise
Response time	Initial response within 48 hours, follow-up response or responses within 24 hours of the initial response*

*Calculated from the moment the message arrives and the Support Desk is open. If the message comes in at a time when the Support Desk is closed, the term starts as soon as the Support Desk opens again. Reports can only be made by trained 'Super Users' of the Client and the contact required to deal with reports between CLC and the Client is made via the same 'Super User' or 'Super Users'. Any travel and accommodation costs – whenever support is required on location – are borne by the Client.

3. Updates

Subject	Service Level
Monitoring firmware updates*	Every quarter

*CLC will inform the Client of available firmware updates. Firmware updates will only be performed in consultation by CLC and the Client, whereby the Client must agree to the fee for the firmware update in question. CLC is not obliged to perform any available firmware updates unless these have been agreed as referred to above. CLC and the Client agree on a test protocol for each firmware update to be carried out. After the Client has accepted a firmware update (in the context of the test protocol), the Client bears the risk for the roll-out of the firmware update in question. Any travel and accommodation costs in the context of firmware updates are borne by the Client.

4. Liability

- CLC is not liable under any circumstances for any loss arising from the Client's or third parties' use of the services provided by CLC and any loss resulting from incorrect assembly, installation, repair or replacement of the hardware CLC supplied to the Client (which in any event includes assembly or installation not in accordance with an assembly instruction provided by CLC). CLC's liability for indirect loss, consequential loss and non-material loss, which in any case includes loss of profits, losses incurred, damage in connection with loss, changes and/or unauthorised or unintended access to data, lost savings as a result of business or other stagnation, and loss as a result of circumstances beyond the control of the hardware or parts thereof supplied to the Client by CLC is expressly excluded.
- Notwithstanding the provisions of Article 4.1 of this SLA, CLC's liability is in all cases limited to the amount actually paid out by its liability insurer in connection with the loss-causing event in question. If in a particular case CLC's liability is not covered at all, CLC's liability is under all circumstances limited to at most the amount owed by the Client for the services CLC provided in the twelve (12) months preceding the event giving rise to the loss. Related events giving rise to a loss are regarded as a single event.
- The exclusion/limitation of CLC's liability as referred to in this article of this SLA lapses in the event of intent or deliberate recklessness on the part of CLC as a result of which the Client has sustained a loss.
- Unless CLC's performance is already permanently impossible, CLC's liability as referred to in this article of this SLA does not arise until CLC is in default. CLC is in default after the Client has sent a written notice of default which is as detailed as possible, in which CLC is given a reasonable period to remedy the situation, and CLC allows this period to expire without remedying the shortcoming.
- CLC's liability for loss incurred by the Client is excluded if the Client fails to report the loss to CLC in writing as soon as possible after it arises. Every claim for compensation of loss made by the Client against CLC lapses six (6) months after the claim arose unless the Client has made a legal claim for compensation before this period has expired.

- 4.6 The Client indemnifies CLC against claims by third parties in respect of damage or loss for which CLC has excluded and/or limited its liability to the Client.

5. Prices and payment

- 5.1 CLC has the right to index the agreed remuneration for its services each year on 1 January on the basis of the Services Prices; commercial services index for Information and Communication of the CBS. CLC has this right for the first time on 1 January of the first calendar year after this SLA is agreed upon.
- 5.2 If, after the date on which this SLA was agreed, circumstances arise that increase the cost price as a result of legislation and regulations, currency fluctuations, or price changes of the third parties and/or suppliers engaged by CLC, CLC is entitled to increase the agreed fees accordingly and charge these to the Client.
- 5.3 If the Client fails to meet or meet in time his payment obligations in connection with the services provided by CLC, CLC is entitled to block the Client's access to these services until the Client meets or meets in time his payment obligations without prejudice to any other rights of CLC.

6. Security measures

- 6.1 CLC will take appropriate security measures to protect the service and the data processed in connection with the Client's use of CLC's service.

7. Acceptance

- 7.1 The services provided by CLC are accepted by the Client 'as is'.
- 7.2 CLC will make every effort to ensure that its services are delivered without disruption and/or errors. However, CLC does not guarantee that its services will always be free of faults, inaccuracies and/or errors, nor that the data generated in connection with its services will always be correct. A condition for the provision of its services by CLC is that the Client has assembled/installed the hardware supplied by CLC in accordance with the assembly instructions provided by CLC. CLC is not liable for any loss resulting from incorrect data or any inaccuracy therein, or any loss resulting from incorrect interpretation of data (and decisions taken on the basis thereof) by the Client.

8. Training

- 8.1 Courses given by CLC to the Client may form part of the services provided by CLC. The training courses will be provided on CLC's premises or digitally, unless agreed otherwise.
- 8.2 If the training course is provided by CLC on the Client's premises (or on the premises of a third party), any travel and accommodation expenses are borne by the Client.

9. Confidentiality

- 9.1 In addition to the other provisions on confidentiality agreed between CLC and the Client, the Client keeps the login details required to make use of the services provided by CLC confidential at all times.
- 9.2 To maintain the confidentiality of the information that comes to the Client's knowledge in the context of the services provided by CLC the Client guarantees that it will ensure a sound password policy and that only authorised persons of the Client will make use of the services provided by CLC.

10. Duration of SLA

- 10.1 This SLA is entered into for the term specified in the Agreement. If the Parties have not included a specific term in the Agreement, this SLA will be entered into for a period of one [1] year. After the expiry of the term of this SLA, it will be tacitly renewed each time for a period of one (1) year, unless one of the Parties has terminated this SLA before the end of the then current term with due observance of the agreed notice period. The notice period is three (3) months, unless otherwise agreed.

11. Termination

- 11.1 The Parties may terminate this SLA on account of an attributable failure in the performance thereof. The Parties only have this option if the breach relates to an essential obligation and one Party has given the other Party notice of default in writing (with as much detail as possible), whereby the other Party is given a reasonable period to perform as yet and the other Party allows that period to expire without doing so. Payment obligations resting with the Client qualify as material obligations.
- 11.2 If this SLA is terminated, the performances carried out up to the time of termination will remain due and these performances and the payment obligations associated with them will not be subject to cancellation.
- 11.3 Parties are entitled to terminate this SLA with immediate effect by means of a written notification to the other Party if one of the following circumstances occurs:
- (a) The other Party is declared bankrupt;
 - (b) The other Party is granted a moratorium (provisional or otherwise);
 - (c) the business of the other Party is discontinued or transferred, in whole or in part, to a third party.