**Agreement for the provision of Data Access for Fleet Management Systems**

1. **Parties and definitions**
	1. DAF Truck NV (“DAF”), and the Partner registered at the DAF CONNECT PARTNER PROGRAMM in respect of the Services and whose full corporate name and company number and/or registered address is as follows:

	Company name:

Registered Office Address:

* 1. Definitions of terms used herein are found in Appendix 1 below.
1. **Scope of Agreement**
	1. This agreement (the “Agreement”) sets out the terms and conditions according to which DAF delivers DATA PACKS to PARTNER.
2. **Services**
	1. By registering on the DAF Connect Shop, the PARTNER can instruct DAF to forward his vehicle Data to PARTNER according to the Applicable “rFMS standard”.
3. **Price and Payment**
	1. The price for this Service has been set out in the pricelist within the DAF Connect PARTNER PROGRAMM. All prices mentioned are exclusive of VAT and any other applicable sales tax or duty.
	2. DAF may change the price of the Services at any time by updating the pricelist and publishing it on the DAF Connect Shop. The new prices shall take effect immediately upon publication.
	3. All payments to be made by the PARTNER under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
	4. All payments will be done without any deduction or set-off. If the PARTNER believes that he has a right to assert claims with respect to the delivery or execution of the services against DAF, in any form whatsoever, this does not release him from the obligations concerning the agreed payment and he is not entitled to suspend his payment obligations.
	5. If a reasonable doubt occurs about the creditworthiness of the PARTNER, DAF is entitled, before any (further) performance of the services, to demand the full or partial prepayment of the agreed price or to demand that the PARTNER provides a proper assurance of payment, such as a bank guarantee
	6. If Parties have agreed that payment will take place via a banking institution or if assurance of payment is provided by documentary credit (“letter of credit”) or by bank guarantee, the PARTNER guarantees that this will be handled through a first class bank. When DAF has reasonable doubts about the aforementioned qualification, she is free to reject the proposed bank and designate another bank institution.
	7. By the expiry of any payment term, the PARTNER is in default by operation of law and without notice of default. All claims of DAF are immediately due and claimable, without prejudice to other rights of DAF.
	8. From the moment of default, PARTNER will owe DAF all outstanding receivables and interest equal to the statutory interest applicable in the Netherlands; increased with a surcharge of 1.5%.
	9. If the PARTNER remains in default of its obligation(s), DAF has the right of retention on all goods, amounts, access to the services and documents of the PARTNER in possession of DAF, which serve as collateral for all existing and future claims against PARTNER.
4. **Term and Termination**
	1. Either Party may terminate this Agreement by providing the other Party notice at least sixty days prior to the termination date. A notice shall be provided in accordance with Article [13](#page3) below. In addition, the PARTNER may terminate this Agreement at any time by de-registering the SERVICE or SERVICES at the DAF Connect PARTNER PROGRAMM, in which case the Agreement shall terminate at the end of the calendar month in which the de-registration was effected.
	2. Failure by the PARTNER to pay any sum due under this Agreement is a fundamental breach which entitles DAF to terminate this Agreement with immediate effect unless the PARTNER has paid the sum(s) within 15 days after the date of reminder having been sent to the PARTNER.
	3. DAF shall have a right to terminate this Agreement if the PARTNER violates the agreed General Terms and Conditions, Data Privacy Agreement or Confidentiality Agreement.
	4. Either Party may by written notice according to Article [13](#page3) below terminate the Agreement immediately if the other is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect.
5. **Consequences of termination**
	1. Upon termination of the Agreement for whatever reason the PARTNER shall not be entitled to a refund of any sums paid under this Agreement and the PARTNER shall forthwith pay DAF any sums accrued due under this Agreement.
6. **Responsibilities and obligations of DAF**
	1. All data applicable to this services will be stored by DAF and made available to the PARTNER for 14 days.
	2. DAF shall use reasonable endeavors to keep the Data secure and use it only for the purposes that follow from or are permitted according to this Agreement or otherwise stated in the rFMS standard.
	3. DAF does not guarantee to keep Data and/or communication completely secure. The PARTNER is aware that there may be periods of time when the DAF Data Service is not capable of being accessed. Nor can DAF guarantee the accuracy from third party services. In addition, the DAF Connect Data Service may not be available due to scheduled maintenance work.
7. **Data Protection**
	1. The applicable conditions concerning the protection of personal data and other rights and obligations under the General Data Protection Regulation (GDPR) are stated in article 9 of the general terms and conditions for DAF Connect services and the DAF Connect Data Processing Agreement.
	2. User shall hold DAF harmless from and safeguard DAF against any claims of User and/or third parties originating from (i) User breaching any legislation or regulation related to operating a personnel monitoring system . and/or (ii) User being not compliant with any obligation to be assumed by controllers due to any relevant privacy legislation or regulation.

1. **General responsibilities and obligations of the PARTNER**
	1. The PARTNER shall ensure that each of its employees, or other persons who uses the Services, complies with this Agreement and any other applicable Agreement..
2. **Specific conditions for the availability of the Services**
	1. The Services will be provided by DAF in respect of the Vehicle Data when the Customer has created an API Account and assigned a Vehicle to such account, if payment for the Service has been received by DAF in accordance with this Agreement. The Service will be invoiced in advance based on monthly snapshot of activated and assigned vehicles to your account(s).
	2. All vehicle activated or assign prio to the snapshot will not be invoiced afterwards.
	3. All vehicles which will be de-activated or de-assigned before the shapshot will not be deducted.
3. **Limitations of liability**
	1. The following provisions of this Article reflect the scope of the Agreement and the price for the Services.
		* DAF’s total maximum liability under this Agreement for claims arising in each calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed 100% of the sum paid under the Agreement in the calendar quarter in which the claim arose.
		* DAF will not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether DAF was aware of its possibility or not or for any consequential or indirect losses.
		* DAF hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the PARTNER.
4. **Force Majeure**
	1. DAF will not be liable to the PARTNER for any failure or delay or for the consequences of any failure or delay in performance of the Agreement, if it is due to any event beyond the reasonable control and contemplation of DAF including, without limitation, third party service providers (including but not limited to GSM data operators), acts of God, war, industrial disputes, protests, fire, tempest,explosion, an act of terrorism and national emergencies and DAF will be entitled to a reasonable extension of time for performing such obligations.
5. **Notices**
	1. Any notice in connection with the Agreement by the PARTNER shall be in writing addressed to the contact address set out on the DAF Connect Shop for notices or change of address and will be delivered by hand, or first class or special delivery post.
	2. A notice for termination of this Agreement by DAF will be made to the address entered by the PARTNER when registering for the Services. Any other notice in connection with this Agreement will be deemed to be considered duly served when published on the DAF Connect Shop.
6. **Miscellaneous**
	1. Time for performance of all obligations of DAF is not of the essence.
	2. If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
	3. No failure or delay by DAF to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
	4. DAF may vary or amend the terms and conditions of this Agreement with three months’ prior written notice to the PARTNER.
	5. The Agreement is personal to the PARTNER who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without DAF’s prior written consent.
	6. Next to the (1) specific provisions stated in this agreement (2) the general terms and conditions for DAF Connect services shall apply applicable as well as (3) the general terms and conditions of sale of DAF. Whereby it is agreed that the set of stipulations mentioned earlier shall take precedence of those mentioned later
	7. The Agreement contains all the terms which DAF and the PARTNER have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services.
7. **Applicable law**
	1. Any questions relating to the Services, which are not expressly or implicitly settled by the provisions contained in this agreement, shall be governed by the laws of The Netherlands, without giving effect to its conflict of laws rule.

For and on behalf of

PARTNER

Place Place

[Name, title] [Name, title]

**List of Appendices**

|  |  |
| --- | --- |
| Appendix 1 | Defined Terms |
|  |  |
| Appendix 2 | Data Management Agreement |
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| **Appendix 1** |  |  |  |  |  |  |  |  |  |  |
| “Agreement” | This document including the appendices |
|  | hereto and other documents referred to |
|  | herein. |  |  |  |  |  |  |  |  |
| “API Account” | A user account created by the DAF Connect BackOffice on behalf of the PARTNER. |
| “PARTNER” | A business which has completed the online |
|  | registration form to subscribe to the Services. |
| “Data” | The data transmitted from the Vehicle to the |
|  | DAF Connect Shop. |  |
| “DAF Connect Shop” | The administration tool hosted by DAF |
|  | where the PARTNER can enable and/or |
|  | disable the collection of data for the Vehicles, |
|  | and where the PARTNER can assign Vehicle |
|  | data to API user. The Data Access |
|  | Administration |  | Tool | is | available | at |
|  | [connect.daf.com.](http://www.dynafleet.com/) |  |  |  |  |  |  |
| “Party” | Shall mean DAF and the PARTNER. |  |
| “rFMS standard” | The rFMS standard is set by ACEA |
|  | (European | Automobile | Manufacturers |
|  | Association, [www.acea.be)](http://www.acea.be/). Information about |
|  |  |  |  |  |  |
|  | the rFMS standard can be found on |
|  | [http://www.fms-](http://www.fms-standard.com/Truck/index.htm) |  |  |  |  |  |
|  |  |  |  |  |  |
|  | [standard.com/Truck/index.htm.](http://www.fms-standard.com/Truck/index.htm) |  |  |
|  |  |  |
| “Services” | Services covered by this Agreement pursuant |
|  | to Article [3](#page1) above. |  |  |  |  |  |
| “Vehicle” | The Vehicle(s) registered by PARTNER, to |
|  | which this Contract applies. |  |  |