

## Terms of use for the Belgian TMC Location database v3.1

### INDEX

Art. 1 - The <i>Parties</i>
Art. 2 - Definitions
Art. 3 - Purpose of the <i>Agreement</i>
Art. 4 - Subject of the <i>Agreement</i>
Art. 5 - Ownership of the <i>Location database</i>
Art. 6 - Usage of the <i>Location database</i>
Art. 7 - Distribution of the <i>Location database</i>
Art. 8 - Modification of the <i>Location database</i>
Art. 9 - Update of the <i>Location database</i>
Art. 10 - Costs
Art. 11 - Duration and termination of the <i>Agreement</i>
Art. 12 - Responsibilities and liability
Art. 13 - Confidentiality
Art. 14 - Intellectual Property (IP) rights
Art. 15 - Governing law
Art. 16 - Correspondence
Art. 17 - Miscellaneous
Art. 18 - Execution

### INFORMATIVE QUESTIONNAIRE

#### Article 1 - The Parties

The ***Parties*** to this Agreement are:

The ***Owners***:

- Vlaamse Overheid, Departement Mobiliteit en Openbare Werken (VO - Dept. MOW), and
- Service Public de Wallonie (SPW), and
- Service public régional de Bruxelles / Gewestelijke Overheidsdienst Brussel (SPRB/GOB)

The ***Recipient*** is the party signing this *Agreement* in order to receive and to be able to use the Belgian *Location database*.

*Recipient*      Name: .....

Activity: .....

Address: .....

Contact person

Name: .....

Telephone: .....

E-mail: .....

## Article 2 - Definitions

Following terms used in this *Agreement* will have the following meanings:

### **Agreement:**

Present Agreement, containing the conditions for use of the Belgian Location database, to be signed by the *Recipient* in order to receive the Location database

### **Location database:**

The Belgian ALERT C Location tables with following description/identification:

- Country code: 6
- Table number: 1
- Release number/version: **3.1 – the *current version***
- Network covered: TERN + selected national roads

The database concerns the Belgian Road Network, conform the TISA specifications.

The **Supplier** is TECHNUM, appointed by the *Owners*, and in any case acting on behalf of the *Owners*.

**Third Parties** are all individuals, companies, organisations ... besides the 2 primarily involved *Parties* and their *Affiliates* in this *Agreement*.

**End-users** are all *Third Parties* – that are no (sub-)licensees of the *Recipient* or the *Owners* - using the products and services (i) produced by the *Recipient* (or its sub-licensees) and provided by the *Recipient* (or its sub-licensees) to these *Third Parties*, and (ii) in which (parts of) the *Location database* (are) is incorporated or for which (parts of) the *Location database* (are) is used for.

**Affiliates** are entities or companies (i) which are directly or indirectly controlling the *Recipient*; (ii) which are under the same direct or indirect ownership or control as the *Recipient*; or (iii) which are directly or indirectly owned or controlled by the *Recipient*.<sup>1</sup>

## Article 3 - Purpose of the Agreement

By this *Agreement*, the *Owners* want to grant to the *Recipient* and its *Affiliates* an irrevocable, non-transferable, non-assignable, non-exclusive license to – taking into account all conditions and limitations set out in this *Agreement* - :

- use all or any portion of the Belgian *Location database* – respecting the conditions set out in Art.6 of this *Agreement* - including incorporating all or any portion of the *Location database* into any *Recipient's* software, database or products and services;
- use, reproduce, publish, display, perform, prepare derivative works of, and directly and indirectly distribute to third parties (with further rights to use, reproduce, publish, display, perform, prepare derivative works of, and distribute to *End users*) the *Location database* as part of the *Recipient's* software, database or products and services incorporating all or any portion of the *Location database*, in combination with other data, products, systems, services and applications;
- sublicense the *Location database* in combination with *Recipient* software or database, to third parties (sub-licensees), and to authorise said sub-licensees to use, reproduce, publish, display, perform, prepare derivative works of, and directly and indirectly distribute the *Location database* as part of the

<sup>1</sup> For the purposes of this Agreement, an entity shall be treated as being controlled by another if that other entity; (i) has fifty percent (50%) or more of the votes in such entity; or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

*Recipient's* software (with further rights to use, reproduce, publish, display, perform prepare derivative works of, and distribute to End users) in combination with other data, products, systems, services and applications.

The *Recipient* and its *Affiliates* will develop its products and services – in which (parts of) the *Location database* (are) is integrated - in conformity with the Owner's current mobility policies as made available on following locations:

- Vlaamse Overheid, Departement Mobiliteit en Openbare Werken: <http://mobiliteitsplanvlaanderen.be/>
- Service Public de Wallonie (SPW): <http://www.wallonia.be>
- Service public régional de Bruxelles / Gewestelijke Overheidsdienst Brussel (SPRB/GOB): <http://goodmove.brussels>; <http://www.bruxellesmobilite.irisnet.be/articles/la-mobilite-de-demain/en-quelques-mots>

## **Article 4 - Subject of the Agreement**

### **Art. 4.1**

This *Agreement* applies to the *current version 3.1* of the *Location database*.

### **Art. 4.2**

By signing this *Agreement*, the *Recipient* hereby declares to agree to all terms and conditions mentioned in this *Agreement* concerning the use and transfer of the *Location database*.

### **Art. 4.3**

Upon receipt of the signed *Agreement* – either by post, fax or e-mail – the *Supplier* will put a copy of the *Location database* at the disposal of the *Recipient*.

The *Location database* will be submitted by e-mail in 22 different tables and a header file, all in TXT format. This complies with TISA's TMC Location database Exchange Format version 2.2.

## **Article 5 - Ownership and maintenance of the Location database**

### **Art. 5.1 - Ownership of the Location database**

All rights to the content of the Belgian *Location database* are vested in the *Owners*.

### **Art. 5.2 - Maintenance of the Location database**

Maintenance of the *Location database* will be ensured by - and under the responsibility of - the *Owners* if the owner deems it necessary.

## **Article 6 - Usage of the Location database**

### **Art. 6.1**

The *Recipient* and its *Affiliates* will use the *Location database* for – and in accordance with - the purposes mentioned in Art.3 of this Agreement.

The *Recipient* and its *Affiliates* will use the *Location database* for Traffic Information Services.

### **Art. 6.2**

The *Recipient* and its *Affiliates* undertake to exercise commercially reasonable endeavours to use the most recent version of the *Location database*.

Notwithstanding anything to the contrary herein, *Recipient* is not obliged to remove the previous versions of Location database from its already existing products and services and from the products and services that were provided to its *End Users*.

## **Article 7 – No modification of the *Location database***

### **Art. 7.1**

The *Recipient* and its *Affiliates* are not allowed to modify the content of the *Location database*.

### **Art. 7.2**

The *Recipient* and its *Affiliates* are however allowed to modify the structure of the *Location database* and / or to compress the data of the *Location database* for a more efficient use within the different applications under his own responsibility

## **Article 8 – Validity and update of the *Location database***

### **Art. 8.1**

The *Owners* cannot define in advance when a new version of the *Location database* will be provided.

The *Owners* will notify the *Recipient* as soon as a new version of the *Location database* has been produced and will be available. The *Owners* will also inform the *Recipient* on how the new version of the *Location database* can be obtained.

### **Art. 8.2**

As soon as the *Recipient* has been informed by the *Owners* that a new version of the *Location database* is available, a new (version of the) *Agreement* must be signed by the *Recipient* to order the new version of the *Location database*.

## **Article 9 – Distribution, submission, sublicensing of the *Location database***

### **Art. 9.1**

The *Recipient* and its *Affiliates* are not allowed to distribute, submit or sub-license the stand-alone *Location database* to any third party (*End-users* included).

### **Art. 9.2**

Distribution, submission or sublicensing by the *Recipient* and its *Affiliates* to *Third parties* of the *Recipient's* software, database or products, systems, services or applications in which the *Location database* is incorporated, is only allowed:

- (i) under the exact same conditions or condition that are no less restrictive with regard to (e.g. the usage, validity, distribution, IP rights, etc. of) the *Location database*, as set out in this *Agreement*, and
- (ii) mentioning explicitly the formal ownership, the release and version number and the release date of (the current version of) the *Location database*.

## **Article 10 – Costs**

The *Owners* put the current version of the *Location database* at the *Recipient's* disposal for free.

## **Article 11 - Duration and termination of the *Agreement***

### **Art. 11.1 - Duration**

This *Agreement* is valid from the date of signing by the *Recipient* until Parties agree to terminate the *Agreement*.

### **Art. 11.2 - Termination**

This *Agreement* can be ended by the *Recipient* after prior written request.  
Such a request must be received by the other party at least 2 months before the requested termination date.

In case of breach of this *Agreement* by the *Recipient* or one of his *Affiliates*, the *Owners* are entitled to terminate the *Agreement* unilaterally and at any time if the *Recipient* does not take corrective actions within 30 day period after being notified of the breach, and without any compensation.

## **Article 12 - Responsibilities and liability**

### **Art. 12.1**

The *Owners* and the *Supplier* cannot be held responsible for failures or malfunctioning of equipment and claims for damages - directly as well as indirectly - caused by using or applying the *Location database* or its content.

### **Art. 12.2**

The *Recipient* will report detected defects or incompleteness of the *Location database* to the *Supplier* as soon as possible.

## **Article 13 - Confidentiality**

Each *Party* agrees that the contents of this (signed) *Agreement* are confidential and shall not be disclosed to any third party without the prior written consent of the other *Party*.

## **Article 14 - Intellectual Property (IP) rights**

### **Art. 14.1 IP rights on the *Location database***

The *Owners* preserve all Intellectual Property (IP) rights on the *Location database*.

Nothing in this *Agreement* leads to the entire or partial transfer of these IP rights.

The *Owners* and the *Supplier* represent and warrant that the *Location database* as provided to the *Recipient* does not infringe the IP rights of any third party.

### **Art. 14.2 IP rights on the *Recipient's* software**

The *Recipient* owns all rights, title and interest, including all IP rights, in and to any *Recipient's* software that either has or may incorporate any of *Location database*. The *Owners* acknowledge and agree that they shall not acquire or assert any right, title or interest in or to any *Recipient's* software, or any IP rights thereto, based on any use or incorporation of the *Location database* as permitted under this contract or otherwise without prejudice to the obligations described in this *Agreement*.

**Article 15 - Governing law**

This *Agreement* shall be construed and governed by the laws and courts of Belgium without giving effect to the conflict of laws provisions.

## Article 16 - Correspondence

### Art. 16.1

Please send this Agreement - signed by the *Recipient* - to the *Supplier*, at the following address:

Tom De Leus  
Tractebel Engineering S.A. nv  
Boulevard Simon Bolivar 34-36  
1000 Brussels - BELGIUM  
Tel. +32 2 773 78 58  
E-mail: tom.deleus@tractebel.engie.com

### Art. 16.2

Every other form of correspondence concerning the *Location database* - except for the detected defects or incompleteness of the *Location database*, which should be reported to the *Supplier* as soon as possible (in accordance with Art. 12.2 of this *Agreement*) - should be sent to all 3 *Owners*, at the following addresses:

<b>Vlaamse Overheid, Departement Mobiliteit en Openbare Werken (VO - Dept. MOW) - Afdeling Verkeerscentrum</b>  <u>Attn.</u> Dominique STERCKX  Anna Bijnsgebouw Lange Kievitstraat 111-113 bus 40 2018 Antwerpen Tel. ++32(0)3/224.96.09 Fax. ++32(0)3/224.96.01	<b>Service Public de Wallonie (SPW) Département 115</b>  <u>Attn.</u> Ir. Caroline POURTOIS  Rue del'Grète 22 5020 DAUSSOULX Tel. ++32(0)81/21.95.08 Fax. ++32(0)81/21.95.33	<b>Service public régional de Bruxelles / Gewestelijke Overheidsdienst Brussel (SPRB/GOB)</b>  <u>Attn.</u> Nor-Eddine LIAZIDI  Rue du Progrès/ Voortuitgangstraat 80 boîte/bus 1 1035 Brussel/ Bruxelles Tel. ++32(0)2/204.12.85 Fax. ++32(0)2/204.15.39
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## Article 17 - Miscellaneous

### Art. 17.1

Neither *Party* shall be entitled to assign or otherwise transfer any of its rights or obligations under this *Agreement* without the prior written consent of the other *Party*, which shall not be unreasonably withheld, provided that this restriction shall not apply in respect of an assignment by the *Recipient* to an entity that acquires substantially all of *Recipient's* stock, assets or business.

### Art. 17.2

This *Agreement* constitutes the entire agreement between the Parties with regard to the subject matter thereof and no other conditions, warranties, guarantees and representations shall be of any force or effect other than those that are included herein.

### Art. 17.3

No alteration or variation to, or consensual cancellation of this contract shall be of any force or effect unless it is recorded in writing and signed by all the *Parties* to this *Agreement*.

#### Art. 17.4

The *Recipient* will inform the *Supplier* of any change in contact data as soon as possible and at the latest within one month.

#### Article 18 - Execution

Signing *Party*, the *Recipient*

Name: .....

Title: .....

Legally acting on behalf of:

Name: ....., its  
parent company and its subsidiaries from time  
to time, collectively and singly, unless the  
context clearly requires otherwise

City: .....

Country: .....

Date: .....

#### PLEASE FILL OUT THE ATTACHED QUESTIONNAIRE

ON THE BASIS OF YOUR ANSWERS THE OWNERS WANT TO LEARN MORE ABOUT THE USAGE OF THE LOCATION DATABASE, IN ORDER TO BE ABLE TO IMPROVE THEIR SERVICE TOWARDS RECIPIENTS WITH REGARD TO THE LOCATION DATABASE.



## INFORMATIVE QUESTIONNAIRE

### 1. USAGE OF THE LOCATION DATABASE

The Recipient wishes to use the Location database:

- |                                    |     |                               |
|------------------------------------|-----|-------------------------------|
| - for data exchange:               | YES | NO (*) – If 'YES', go to 1.1. |
| - for specific services:           | YES | NO (*) – If 'YES', go to 1.2. |
| - with specific products:          | YES | NO (*) – If 'YES', go to 1.3. |
| - for other specific use/purposes: | YES | NO (*) – If 'YES', go to 1.4. |

(\*) Delete as appropriate / The described usage must correspond to the actual and real (intended) use of the Location database by the Recipient

#### 1.1. Data exchange

The Recipient will use the Location database for the following type(s) of data exchange:

- |  |     |        |
|--|-----|--------|
| - Data exchange with Information Centres/Traffic Control Centres in Belgium: | YES | NO (*) |
| - Data exchange with Traffic Information Centres in other countries:         | YES | NO (*) |

(\*) Delete as appropriate / The described usage must correspond to the actual and real (intended) use of the Location database by the Recipient

#### 1.2. Specific services

The Recipient will use the Location database for the following type(s) of specific services:

- |  |     |   |
|--|-----|---|
| - Collective traffic alert/information service:          | YES | NO (*) - If 'YES', fill out table below |
| - Individual traffic alert/information service:          | YES | NO (*) - If 'YES', fill out table below |
| - Supplying Data to other partners for DATEX purpose:    | YES | NO (*) - If 'YES', fill out table below |
| - Supplying Data to other partners for RDS/TMC purposes: | YES | NO (*) - If 'YES', fill out table below |

(\*) Delete as appropriate / The described usage must correspond to the actual and real (intended) use of the Location database by the Recipient

A fee has to be paid by Users for the following type(s) of specific services that are used by the Recipient:

Type of specific service	Fixed rate (**)	Fee based on the n° of requests (**)	Other (***)
Collective traffic warning/information service			
Individual traffic warning/information service			
Supplying data to other partners for DATEX purpose			
Supplying data with other partners for RDS/TMC purposes			

(\*\*) Indicate with a 'X' if applicable

(\*\*\*) If the type of fee is not one of the types mentioned above, specify the type of fee in the open field 'Other'

### 1.3. Specific products

The Recipient is intending to use the Location database for/with the following type(s) of specific products:

- |   |     |        |
|---|-----|--------|
| - Commercial TMC receiver for non-encrypted information:  | YES | NO (*) |
| - Commercial TMC receiver for encrypted information (only for Clients/Users):                         | YES | NO (*) |
| - Dynamic route guidance equipment:   | YES | NO (*) |
| - Dynamic route guidance equipment (specifically) for fleet management:                               | YES | NO (*) |
| - Software for information management in telematics services<br>(e.g. broadcaster, service provider): | YES | NO (*) |
| - Software for information management in data services<br>(e.g. TIC, data provider):                  | YES | NO (*) |
| - Software for fleet management:<br>(*)   |     | YES NO |
| - Data bearer (chip card, PCMCIA card, CD-ROM; etc.):   | YES | NO (*) |

(\*) Delete as appropriate / The described usage must correspond to the actual and real (intended) use of the Location database by the Recipient

### 1.4. Other specific use/purposes

The Recipient who is not able to indicate all aspects of its usage of the Location database in 1.1., 1.2. and/or 1.3 , will (additionally) describe its other specific (purpose of the) use of the Location database not (yet) described under 1.1., 1.2., and/or 1.3 in the open field below (\*\*\*\*):

(\*\*\*\*)

## 2. Distribution, submission, sublicensing of the Recipient's software, database or products, systems, services or applications in which the Location database is incorporated

The Recipient intends to distribute, submit or sublicense the Recipient's software, database or products, systems, services or applications in which the Location database is incorporated to subsidiaries and / or other services within its organisation:

Subsidiary / other service	Name	Location
1.		
2.		
3.		
...		

The Recipient intends to distribute, submit or sublicense the Recipient's software, database or products,

systems, services or applications in which the Location database is incorporated to (other) third parties outside its organisation:

Third party	Name	Location
1.		
2.		
3.		
...		