

Appendix A.1

Budget reallocation

	Start	End	FTE	PM	Costs
Personnel costs (€)					
PhD student 1	01/02/2019	31/01/2023	1.0		
PhD student 2	01/02/2019	31/05/2023	1.0		
PhD student 3	01/10/2019	30/09/2023	1.0		
PhD student 4	01/08/2019	31/07/2023	1.0		
PhD student 5	01/03/2019	28/02/2023	1.0		
PhD student 6	01/02/2021	31/01/2025	1.0		
Senior researcher/assistant professor	10/10/2018	31/12/2025	0.5		
Professor	01/09/2019	31/12/2025	0.2		
Research assistant (students)	01/09/2019	31-2-2025	0.2		
Senior software engineer	11/11/2021	10/11/2024	0.8		
Postdoc	01/01/2023	31/12/2025	1.0		
Material costs (€)					
Consumables, Equipment, HPC capacity					
Travel costs (bench fee)					
Facilities + Supervision external PHD students					
Total costs (€)					3,895,000
Funding					3,895,000
Ahold Delhaize					2,500,000
RVO- PPS funding					750,000
University of Amsterdam					645,000

Payment schedule

April 1, 2019	€ 250,000
October 1, 2019	€ 250,000
April 1, 2020	€ 250,000
October 1, 2020	€ 250,000
April 1, 2021	€ 250,000
October 1, 2021	€ 250,000
April 1, 2022	€ 250,000
October 1, 2022	€ 250,000
April 1, 2023	€ 250,000

October 1, 2023	€ 250,000
Total	€ 2,500,000

Payment conditions

- All invoices issued under this Agreement will be increased with VAT at the appropriate rate, if applicable in compliance with the binding law provisions;
- The payment of an invoice shall be made within thirty (30) days of the date of invoice, unless agreed otherwise, by transferring the amount due to the bank account stipulated by UvA.
- At a minimum, UvA's invoice shall contain a reference to the relevant instalment and the respective Purchase Order number (issued by Ahold Delhaize upon UvA's request).

**Amendment 1 to the PhD Projects Collaboration Agreement No. 190494
between TomTom Global Content B.V. and University van Amsterdam**

This is Amendment 1 ("**Amendment 1**") to the PhD Projects Collaboration Agreement No. 190494, with an effective date of 1 January 2020, (the "**Agreement**") between TomTom Global Content B.V. ("**TomTom**") and University van Amsterdam ("**Company**") (collectively, the "**Parties**").

WHEREAS, the Parties have entered into the Agreement, and

WHEREAS, the Parties wish to amend such Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The following paragraph replaces the last two sentences of Article 4.1:
2. *"In order to safeguard the foregoing, the Parties agree to sign an additional Non-Disclosure Agreement ("NDA"), for any PhD Student, Lab Manager or other person deployed by UvA, ("**Researcher**") that is given access to TomTom premises, or TomTom's internal systems (for example, any TomTom internal communication/collaboration platforms or information repositories) during the Projects. The UvA shall procure the acceptance of the NDA attached to this Agreement as Appendix D, by the Researcher. For the avoidance of doubt, UvA shall in any event remain liable for compliance with the NDA by its Researchers. Such liability is subject to Article 9 of this Agreement."* The underlined sentence is added at the end of Article 7.3.:

"Subject to article 7.6 of this Agreement, all right, title and interest in and to all Foreground Intellectual Property Rights shall be vested in TomTom and/or its Affiliates. Notwithstanding article 7.2. of this Agreement, if and in so far as Foreground, or parts thereof, reasonably require the use of UvA Background in order for the Foreground to function in connection with the use and exploitation of the Foreground, UvA shall grant TomTom a perpetual, royalty free, unlimited and irrevocable, non-exclusive license to such UvA Background. UvA shall provide full cooperation and shall procure assignments of all the rights (including but not limited to copyright) of its employees, or any of its PhD Students, Master Students or other persons seconded to or contracted by UvA to the relevant Foreground Intellectual Property Rights to TomTom or to the relevant Affiliate of TomTom."
3. Appendix D is replaced by the model NDA, as attached to this Amendment (Annex 1).
4. Except as otherwise amended herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in terms, this Amendment 1 shall take precedence over the Agreement with regards the subject matter hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 to be effective, valid and binding upon the Parties as of 1 May 2021.

TomTom Global Content B.V.

By:

Name:

Title:

Date:

University of Amsterdam

By:

Name: P

Title: V

Date: 29 september 2021

13 september 2021 | 1:02 AM PDT

Annex 1

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is entered into between TomTom Global Content B.V. (which together with its Affiliates is hereby referred to as “**TomTom**”) and the University of Amsterdam (which is hereby referred to as “**UvA**”), such parties individually referred to as a “**Party**” and jointly “**Parties**”.

UvA researchers are enrolled in the Innovation Centre for Artificial Intelligence program (ICAI) from the UvA which is a research program backed by several industry partners.

TomTom is an industry partner and has entered into a separate agreement with the UvA to fund this research program (“**PhD Projects Collaboration Agreement**”) and set-up a joint lab to conduct research activities within the framework of ICAI.

TomTom wishes to protect certain Confidential Information in connection with the execution of UvA of the Services (as defined below). Consequently, UvA hereby agrees as follows:

1 The following expressions shall, unless the context otherwise requires, have the following meanings:

“**Affiliate**” means in relation to TomTom, any other entity controlling, controlled by or under common control with said party. The terms “control”, “controlling” and “controlled”, as used in this definition, shall mean the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a majority of the members of the board of directors or similar governing body of such entity.

“**Consultant**” or “**Researcher**” shall mean the Lab Manager, PhD Students or other persons deployed by UvA who perform research activities from time to time, pursuant to the PhD Projects Collaboration Agreement.

“**Confidential Information**” shall mean any and all information, of whatever nature and in any form, concerning the business and affairs of TomTom that UvA or the Consultant obtains, receives, or to which it has access as a result of any discussions or dealings (whether before or after the Effective Date), or which is learned by UvA or the Consultant through observations made during visits to any premises of TomTom, and that UvA or the Consultant knew or reasonably should have known was considered confidential or proprietary by TomTom. Confidential Information includes without limitation (i) information constituting or concerning research, development, processes and methodologies; know-how, data, product architecture, designs and specification; algorithms, intellectual property, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees, contractors and consultants; and (ii) third-party information that TomTom is under an obligation to keep confidential.

“**Effective Date**” means as set forth at the end of this Agreement or, if not completed, the date of execution of this Agreement by both Parties.

“**Intellectual Property Rights**” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

“**Services**” means the research activities which UvA Consultant is required to perform pursuant to the PhD Projects Collaboration Agreement.

2 In relation to the Confidential Information disclosed by TomTom UvA undertakes that UvA or the Consultant will: (a) hold the Confidential Information in trust and confidence and to not disclose or release such Confidential Information to any other person or entity using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (b) not use the Confidential Information of the other party for any purpose whatsoever except as needed for the execution of the Services; (c) promptly notify TomTom if UvA or the Consultant becomes aware of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by UvA or the Consultant and will cooperate in every reasonable way to help TomTom regain possession and exclusive control of such Confidential Information and prevent further unauthorized use and disclosure; and (d) upon written request of TomTom promptly return (or destroy if so directed) all Confidential Information whether in printed form, disk or otherwise which is in UvA or the Consultant’s custody or control and will provide TomTom with a written certification of UvA compliance hereto if so requested.

3 UvA may disclose the Confidential Information disclosed by TomTom as required by law or to comply with an order of a court or other governmental entities or regulatory authorities that have jurisdiction over UvA, provided that UvA: (a) gives TomTom reasonable written notice to allow it to seek an injunctive order or other appropriate remedies and provide any assistance which TomTom may require in order to secure such order or remedies; and (b) discloses only such information as is required by the governmental entity or regulatory authority; and (c) and uses its reasonable best efforts to obtain confidential treatment for any Confidential Information so disclosed.

4 UvA or the Consultant’s obligations under Section 2 and 3 of this Agreement will not apply with respect to any part of the Confidential Information disclosed to it hereunder when such party can demonstrate that such information: (i) was at the time of disclosure or thereafter becomes, through no act or failure to act on the part of UvA or the Consultant, generally known or available to the public; (ii) was at the time of disclosure in UvA or the Consultant’s possession free of any obligation of confidence; (iii) following disclosure by TomTom is rightfully furnished to UvA or the Consultant by a third party free of any obligation of confidence; or (iv) is independently developed by UvA or the Consultant without use of or reference to Confidential Information of TomTom.

5 UvA or the Consultant does not acquire any Intellectual Property Rights under this Agreement (including, but not limited to, patent, trade secrets, copyrights or trademark rights) and no rights or licenses in or to the Confidential Information, except the limited rights necessary to carry out the Services.

6 UvA acknowledges and agrees that the Confidential Information is confidential, proprietary and trade secret information of TomTom and that the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury for which there is no adequate remedy at law. Therefore, UvA agrees that TomTom shall have the right, in addition to any other rights it may have at law or in equity, to obtain immediate injunctive relief enjoining any breach or potential breach of this Agreement by UvA or the Consultant as well as an equitable accounting of all profits and benefits arising from such breach.

7 Nothing in this Agreement shall impose or be deemed to impose on TomTom an obligation to provide Confidential Information or to enter into any agreement or transaction. This Agreement does not create any agency, joint venture or partnership relationship.

8 ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. TomTom makes

no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed. TomTom shall not have any liability to UvA in relation to the use of the Confidential Information disclosed under this Agreement or for any errors, omissions or misstatements contained in the Confidential Information.

9 UvA or the Consultant will not disclose to any other person or entity the fact that Confidential Information of TomTom has been made available to it and/or it is working on certain confidential projects.

10 The obligation of confidentiality under this Agreement shall remain in force for 5 years from the date of disclosure of Confidential Information.

11 UvA shall not assign, sub-license or otherwise transfer its rights or obligations under this Agreement, without the TomTom's written consent.

12 UvA's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to TomTom, whether express, implied, in fact or law. Any failure by UvA to enforce UvA or the Consultant strict performance of this Agreement will not constitute a waiver of TomTom's right to subsequently enforce such provision or any other provision of this Agreement. If a provision of this

Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under the applicable law.

13 In the event of a conflict between the terms of this Agreement and the PhD Projects Collaboration Agreement, the terms of PhD Projects Collaboration Agreement shall prevail. For the sake of clarity the terms of the PhD Projects Collaboration Agreement as laid down in Article 7, 8 and 9 apply in full to this Agreement.

14 This Agreement and all disputes and claims arising out of or in connection with, shall be governed by the laws of The Netherlands. The Parties irrevocably and unconditionally agree that the relevant courts of Amsterdam, The Netherlands shall have exclusive jurisdiction over all such disputes and claims.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement, with as "Effective Date" [Insert date no later than the date the Researcher gets access to TomTom premises (incl. access to TomTom internal systems online)]

TomTom Global Content B.V.
De Ruijterkade 154
1011 AC Amsterdam
The Netherlands

Signed by: _____
Name: _____
Title: _____
Date: _____

Univers

Signed by _____
Name: _____
Title: _____
Date: 29 september 2021 _____

CONTENT DULY NOTED by:

Name Researcher:
Date:

PhD Projects Collaboration Agreement

This PhD Projects Collaboration Agreement (hereinafter referred to as "Agreement") is made as of 1st of January 2020 ("Effective Date") between:

TomTom Global Content B.V., having its office at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands, hereinafter referred to as "TomTom", also acting for the benefit of its Affiliates; and

Universiteit van Amsterdam, having its office at Spui 21, 1012 WX Amsterdam, the Netherlands, hereinafter referred to as "UvA";

Hereinafter together referred to as the "Parties" and separately as "Party".

WHEREAS

1. UvA conducts research through industry labs with the business sector, government and other knowledge institutes in the field of Artificial Intelligence under the name of Innovation Centre for Artificial Intelligence (ICAI);
2. TomTom wishes to collaborate with UvA to set up an industry lab under the ICAI program in order to collaborate on Projects in the field of "Artificial Intelligence related to autonomous driving and HD mapmaking and maintenance" through performance of one or more research projects involving UvA's PhD students and Postdoc's, overseen by UvA professors, which Projects shall be sponsored and co-funded by TomTom;
3. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration and each such Project.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - DEFINITIONS

The following definitions shall apply:

An **Affiliate** means, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the

legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned.

Agreement means this document including any and all Appendices and amendments signed and initialled by the Parties and attached hereto or referenced herein.

Background means any ownership of all Information, IPR or Software, improvements or inventions regardless whether or not patentable:

- a) developed or obtained by a Party prior to the commencement of a Project, or;
- b) developed or obtained by a Party subsequent to the commencement of a Project, but independently of the Project.

Copyleft License means a license that requires, as a condition of use, modification and/or distribution of software or materials, that such software or materials, or other software or materials incorporated into, derived from, used, or distributed with such software or materials: (i) in the case of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that require the licensor to allow the other materials or interfaces therefor to be reverse engineered, reverse assembled, or disassembled, or (iv) be redistributable at no license fee.

Effective Date means the date first written above.

Foreground means Information, IPR, and Software as is generated by UvA and/or TomTom from work carried out under a Project.

Information shall mean all unpatented technical information (including without limitation, drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever, including oral information if confirmed in writing within thirty (30) days of disclosure.

Intellectual Property Rights or IPR means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

IDF means an invention disclosure form used by UvA to provide information to TomTom about a new invention that potentially is patentable, as provided in **Appendix E**.

Lab Manager shall have the meaning as described to it in article 3.1.c.

Master Student means a master student enrolled in a master program of the UvA.

Party means a party to this Agreement.

Permissive OSS Licenses is a non-Copyleft License that permits a licensee to freely amend, adapt open source software and combine open source software with proprietary code without placing restrictions on such amendments, adaptations or combinations (usually called “derivative works”) and how these derivative works can be licensed, which without limitation include (a) Apache licenses; (b) MIT licenses; (c) BSD licenses.

Personal Data means any information as defined under the GDPR, i.e. any information relating to an identified or identifiable natural person (‘data subject’).

PhD Student means a PhD Student employed by UvA and participating in the Project.

Postdoc means a post-doctoral researcher employed by UvA and participating in the Project.

PPS allowance means the allowance according to the Dutch regulation of the Minister of Economic Affairs of July 11, 2014, published in the Staatscourant 2014, nr. 20679 including any legislative instrument superseding, amending, or replacing this regulation (‘Regeling nationale EZ-subsidies’) and the corresponding legislation, including but not limited to the Dutch decision of the Minister of Economic Affairs of November 21, 2008 published in the Staatscourant 2008, nr 499, (‘Kaderbesluit nationale EZ-subsidies’) including any legislative instrument superseding, amending, or replacing this decision.

Project means each collaboration project in the field of “Artificial Intelligence related to autonomous driving and HD mapmaking and maintenance” to be conducted under this Agreement in accordance with the executed Project Plan.

Project Plan means the project description(s) as laid down in **Appendix A** specifying the details of each Project as agreed upon by the Parties.

Software means digital information including i) sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression, including but not limited to object and source code, and ii) non-executable data upon which said instructions are configured to operate, including but not limited to data sets and databases for training machine-learning algorithms.

Subcontractor means a third party which by means of a contractual arrangement with a Party, carries out work for the Project on behalf of that Party.

Term means the term of the Agreement as defined in Article 11.1. of this Agreement.

For the avoidance of doubt, unless the context otherwise requires, definitions in the singular shall include the plural and, in the plural, shall include the singular.

Article 2 – PURPOSE AND SCOPE OF THE CO-OPERATION

- 2.1 The Parties undertake to co-operate under the conditions of this Agreement in order to achieve the goals of the Project(s), which shall include the Collaboration Objectives, the Parties have jointly defined to be achieved by UvA, as set out in Appendix C. The UvA carries out its work with due observance of the applicable regulations for academic and scientific research, including the Netherlands Code of Conduct for Research Integrity (<http://www.uva.nl/en/research/research-at-the-uva/academic-integrity/academic-integrity.html>).
- 2.2 The Parties shall detail each Project that they will undertake under this Agreement in a Project Plan attached hereto as **Appendix A** which shall be duly executed by the authorized representatives of both Parties. Each executed Project Plan will be part of this Agreement and governed by these terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and an executed Project Plan this Agreement shall control.
- 2.3 The Parties agree and undertake to perform those parts of the Project and to contribute such resources as are allocated to each of them in the executed Project Plan.

Article 3 – GOVERNANCE

- 3.1 This co-operation will be organised as the “Atlas Lab”, located at the premises of the UvA at Science Park, Amsterdam, with the following governance structure:

- a. The Governing Board: Parties will establish a governing board comprised initially of two (2) members (the "Governing Board"). One member shall be chosen by TomTom, the other by the UvA. The Governing Board members will be the primary contact for each Party. All decisions of the Governing Board must be unanimous to have any effect.

The Governing Board shall be responsible for amongst others:

- Approving the Project Plan and the annual update of the same;
- Approving annual budgets;
- Reviewing the yearly financial report;
- Recommending the addition of any third party as a party to this Agreement;
- Making a proposal for the appointment or discharge of the Director of XXX Lab to UvA.

- b. Director XXX Lab: the Director shall be responsible for:

- Proposing the annual update of the Project Plan to the Governing Board;
- Managing, appointing and discharging the Lab Manager;
- Hiring PhD's and Postdoc researchers for the Lab;
- Preparing and presenting the two monthly reports to the Governing Board;
- Proposing the annual budgets, and
- Coordinating the publication of any research papers, inter alia ensuring the appropriate prior consultation with TomTom in accordance with article 8 of this Agreement.

In the event of a deadlock-situation, meaning that the members of the Governing Board are not able to reach a unanimous decision on any of the items set out above under subclause 3.1. (a) and related to a position of UvA which would go against TomTom's legitimate business interests, acting reasonably, the Parties shall use reasonable endeavours to resolve the dispute in good faith. If Parties are not able to resolve their issue within 30 (thirty) days, TomTom may terminate, in whole or in part with immediate effect, this Agreement. Costs demonstrably incurred by UvA related to Projects accrued up to the date of prior termination by TomTom shall be borne by TomTom and in all instances be capped to the maximum amount as set out in Article 4.4. For the sake of clarity in such instance TomTom is obliged to pay to the UvA the remaining salary costs of the PhD student(s) involved in the Projects as far as the UvA is obliged to continue to pay the PhD student(s) involved in the Projects on the basis of their appointment according to Dutch law and the applicable Collective Labour Agreement for Dutch Universities (CAO NU).

- c. Lab Manager: the Lab Manager shall be responsible for daily activities in close cooperation with the Director(s):
- Guiding PhD-students in cooperation with the scientific Director(s);
 - Updating running and preparing new annual plans and budget of the lab;
 - Keeping track of expenses made from the lab budget;
 - Preparing two monthly scientific reports;
 - Daily communication with the representatives of TomTom and UvA;
 - Setting up and keeping records and registers, like for IDF's and master students involved in the lab and
 - Preparing the Directors meetings.

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

- 4.1 After consultation with TomTom, UvA shall appoint PhD Students who shall be scientifically qualified to perform the work under a Project. UvA will arrange for the supervision of the PhD Students. In the event a Project also partially takes place at TomTom's premises, TomTom shall supervise the PhD Students at TomTom's premises, which PhD Students are required to follow the rules and regulations that are applicable to visitors of the relevant TomTom sites. TomTom may at its discretion conclude individual Non-Disclosure Agreement ("NDA's") with the Lab Managers, PhD students or other persons deployed by UvA during the Projects, covering the activities undertaken by PhD Students at TomTom's premises. A model NDA will be attached to this Agreement for references purposes, which may be updated from time to time. (**Appendix D**).
- 4.2 UvA undertakes to use reasonable endeavours:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to TomTom under the terms and conditions of Article 7;
 - (b) to participate actively with TomTom in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it;
 - (c) to ensure that the PhD Student(s) is/are able to effectively execute the Project.
- 4.3 TomTom undertakes to use reasonable endeavours:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to UvA under the terms and conditions of Article 7;

(b) to participate actively with UvA in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it.

- 4.4 The Parties agree that the budget laid down in **Appendix B** shall apply to the activities under this Agreement. In return for the performance of the Projects and the transfer and grant of rights to TomTom under this Agreement, TomTom shall pay to the UvA during the term of this Agreement the overall amount of EUR 2,000,000.00 (two million euro) (excluding VAT) in separate instalments and according to the payment terms as set out in **Appendix B**.
- 4.5 UvA will keep complete and accurate accounts of its expenditure on the Projects, in accordance with the agreed Project Plan. TomTom, or any third party appointed by TomTom, is entitled to audit the expenditure of any of the Projects, if it has legitimate concerns that funds have not been spent in accordance with the Project Plan. UvA shall provide TomTom with all assistance reasonably required by TomTom in the course of conducting such an audit.

Article 5 - SUBCONTRACTING

- 5.1 If any Party proposes to engage a Subcontractor to carry out any part of that Party's work on the Project, such engagement shall be subject to prior written approval of the other Party and only be on terms, which enable that Party to carry out its obligations under this Agreement and which are in line with the confidentiality obligations of the Parties under this Agreement. That Party shall not, without the prior written agreement of the other Party, grant to the Subcontractor any rights, including but not limited to any Background or Foreground of the other Party, other than in order to carry out the sub-contracted part of that Party's work on the Project, unless otherwise agreed in writing. For the avoidance of doubt, no license of any IPR, Software, Information of the other Party shall be granted to a Subcontractor without the prior written consent of such a Party.
- 5.2 Each Party shall remain liable for the acts of its Subcontractors. The other Party shall deal exclusively with the subcontracting Party and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party at all times.
- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.

Article 6 - CONFIDENTIALITY

6.1.1 Subject to Article 6.3, all information of whatever nature or form disclosed by a Party or its Affiliates (the "Disclosing Party") to the other Party or its Affiliates (the "Receiving Party") in connection with the Project after the Effective Date, and which:

- (a) is information constituting or concerning research, development, processes and methodologies; know-how, data product architecture, designs and specification; algorithms, IPR, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees, contractors and consultants;
- (b) when disclosed in tangible form, was marked as "Confidential" at the time of such disclosure;
- (c) when disclosed in intangible form, was identified as confidential at the time of such disclosure and summarized and confirmed as confidential in writing within thirty (30) days after disclosure or is information that the Receiving Party knew or should reasonably have known was considered confidential or proprietary by the Disclosing Party;

is "Confidential Information".

6.1.2 Each Receiving Party undertakes not to use Confidential Information for any purpose other than:

- (a) in accordance with the terms of this Agreement; and
- (b) for the purpose of performing obligations pursuant to this Agreement.

6.1.3 Each Receiving Party undertakes to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to Article 6.5, not to disclose Confidential Information to any third party, excluding Affiliates, without the prior written consent of the Disclosing Party, which permission shall not be unreasonably withheld or delayed.

6.2 For any Confidential Information, the period of confidentiality shall be until five (5) years after termination of this Agreement.

- 6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) Confidential Information for the purposes of this Agreement, to the extent that any Receiving Party can show that the information concerned:
- (a) was publicly available at the time of disclosure or has become publicly available by no wrongful act or omission on the part of the Receiving Party or any of its Affiliates;
 - (b) was in the possession of the Receiving Party or one of its Affiliates without confidentiality obligation at the time of disclosure;
 - (c) was lawfully obtained by the Receiving Party or any of its Affiliates from a third Party without an obligation of confidentiality; or
 - (d) was developed by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information.

For the sake of clarity, nothing in this Article 6.3 grants any right to any Affiliate of any Party to receive any Confidential Information, save pursuant to the provisions of Article 6.5.

- 6.4 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure: (i) notify the Disclosing Party; and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

- 6.5.1 For the avoidance of doubt, the confidentiality obligations under this Agreement shall not be interpreted so as to prevent the communication of any information to any Affiliate or Subcontractor or authorized third party, insofar as strictly required for the proper carrying out of this Agreement.

- 6.5.2 With respect to any permitted disclosure of any of the Confidential Information referred to in Article 6.5.1 above by a Receiving Party (including but not limited to its Affiliates and Subcontractors), the Receiving Party will: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in Article 6.1; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

Article 7 - OWNERSHIP OF FOREGROUND AND INTELLECTUAL PROPERTY RIGHTS

7.1

[REDACTED]

7.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.4 UvA warrants that it will not combine any TomTom Background with any open source

[REDACTED]

7.5

[REDACTED]

■

[REDACTED]

■

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7.16

Article 8 - PUBLICATIONS

8.1 A Party shall not be allowed to publish about the Project or disclose Foreground to third parties, unless the other Party has given prior written consent in accordance with the publication procedure mentioned in Article 8.2 of this Agreement. Such consent by the other Party shall not be unreasonably withheld or delayed.

8.2 A copy of any proposed publication in connection with or relating to the Project shall be sent or made available to the other Party. The other Party, acting reasonably, may object to the publication within thirty (30) days after receipt of a copy of the proposed publication on any of the following grounds: (i) the proposed publication includes matter for which IPR's can be applied for, (ii) that the proposed publication includes the Confidential Information of the objecting Party. The proposed publication shall not take place until the expiry of the above period of thirty (30) days unless the other Party approves the proposed publication earlier. Parties shall use reasonable endeavours to approve such a publication of the other Party with undue delay. In the absence of any objection within the above-mentioned period, it is deemed that the Parties agree to the proposed publication.

The objection has to include a precise request for necessary modifications. If an objection has been raised, the Parties shall discuss in good faith how to overcome the justified grounds for the objection on a timely basis (for example by amending the planned publication and/or by protecting information before publication), provided that the scientific integrity is preserved. The Party objecting to a Publication shall not unreasonably continue the opposition, where appropriate actions are performed following the discussion.

If the objection is based on the fact that the proposed publication contains or refers to Foreground IPR for which protection can be applied (i), the intended publication can be delayed for up to a subsequent period of six (6) months to allow an application for IPR to be filed or to modify the publication. As from the expiration of this term, the UvA will be entitled to publish the proposed publication.

8.3 Subject to Article 8.2 of this Agreement, the Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a

degree which includes their Foreground or Background. However, confidentiality and publication Articles have to be respected.

Article 9 – WARRANTY AND LIABILITY

- 9.1 UvA shall perform its duties under this Agreement observing recognized scientific and academic standards and according to the normal custom and practice of a reasonable research institution.
- 9.2 The Parties acknowledge that works performed, and results obtained under this Agreement are of an experimental and research nature, and therefore neither Party provides any guarantee that a particular result will be obtained or that the results will be usable for any specific purpose, including but not limited to commercial purposes.
- 9.3 Unless otherwise explicitly agreed by the Parties in this Agreement, in supplying any information, materials to the other Party each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, but the supplying Party shall be under no further obligation or liability in respect of the same, and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials of third parties by the use of such information and materials, and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.
- 9.4 In supplying Foreground to TomTom, the UvA shall use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, and use all reasonable endeavours to ensure that at the time of the transfer to TomTom the Foreground Intellectual Property is not infringing the rights of any third party and to that extent shall provide all cooperation as reasonably requested by (patent engineers of) TomTom prior to the transfer of the Foreground Intellectual Property to TomTom.
- 9.5 UvA will indemnify and hold harmless TomTom and its Affiliates against any third-party claim arising out of TomTom's use of the Background IPR, including any Background IPR licensed to TomTom by UvA pursuant to articles 7.2 and/or 7.3. of this Agreement, provided that TomTom shall (i) promptly notify the UvA of the details of the claim, (ii) not make any admission in relation to the claim, (iii) allow UvA to have the conduct of the defence or settlement of the claim; and (iv) give UvA all reasonable assistance (at UvA's expense) in dealing with the claim. The indemnity in this article will not apply to the extent that the claim arises as a result of TomTom's default, omission or breach of this Agreement.

- 9.6 TomTom will indemnify and hold harmless UvA against any third-party claim arising out of UvA's use of any Background IPR licensed to UvA by TomTom pursuant to articles 7.2 of this Agreement, provided that UvA shall (i) promptly notify TomTom of the details of the claim, (ii) not make any admission in relation to the claim, (iii) allow TomTom to have the conduct of the defence or settlement of the claim; and (iv) give TomTom all reasonable assistance (at TomTom's expense) in dealing with the claim. The indemnity in this article will not apply to the extent that the claim arises as a result of UvA's default, omission or breach of this Agreement.
- 9.7 Unless agreed otherwise in writing, each Party shall be solely liable for any loss incurred by, or damage or injury to third parties resulting from its permitted use of the Foreground.
- 9.8 The total liability of either Party to the other Party under this Agreement shall be limited up to a maximum of two million euro (EUR 2,000,000).
- 9.9 Nothing in the Agreement shall be deemed to exclude or limit liability in respect of loss or damage caused by wilful intent ("*opzet*") or gross negligence ("*bewuste roekeloosheid*") on the part of the other Party.
- 9.10 Subject to Article 9.9, neither Party shall be liable to the other Party for any loss of profit, indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement.

Article 10 – DATA PROTECTION

- 10.1 The Parties will obey any applicable data protection laws and will obligate their respective assignees to obey such data protection laws.
- 10.2 Each Party that transfers Personal Data under this Agreement to the other party warrants that:
- it has obtained Personal Data, if any, in compliance with all applicable laws and regulations, especially including without limitation the European General Data Protection Regulation and other laws and regulations applicable to the activities of such Party (hereinafter "Applicable Regulations");
 - it has the authority to disclose Personal Data, if any, to the other Party under this Agreement, and that where legally required and relevant, have obtained appropriate informed consents from all persons involved, all in compliance with the applicable law;
 - the Personal Data is of adequate quality as to serve the purpose of the activities for which the Personal Data will be used under any Project.

Article 11 – START - DURATION – TERMINATION

- 11.1 This Agreement shall enter into force at the Effective Date under the condition precedent that the PPS allowance is granted to UvA in accordance with the budget as laid down in **Appendix B** and shall expire after a period of five (5) years from the Effective Date or upon completion of the last Project whichever is later ("the Term"), unless earlier terminated in accordance with the provisions of this Agreement.
- 11.2 Either Party may (without prejudice to its other rights and remedies under this Agreement and in law) terminate this Agreement (in whole or in part) by giving a written notice to the other Party if the other Party defaults in the due performance or observance of any material obligation under this Agreement, and (in the case of a remediable breach) fails to remedy the breach within thirty (30) calendar days of receipt of the aggrieved Party's written notice to do so and any such termination shall take effect either immediately or on such other date as may be specified in the written notice. The licences granted to the defaulting Party by the aggrieved Party under this Agreement shall cease immediately upon the effective date of the termination, but the licences so granted by the defaulting Party to the aggrieved Party (including its Affiliates) shall remain in full force and effect, unless agreed otherwise in writing.
- 11.3 At the end of the first year of each Project, an evaluation of each PhD Student will take place jointly between the Parties. This evaluation is to verify if it is feasible that the PhD Student finishes the Project and has the appropriate scientific qualifications/capabilities. In case UvA has decided, after having consulted TomTom that one or more PhD Student(s) is/are not scientifically qualified and no suitable replacement is found within three (3) months after it was decided that one or more PhD Student(s) is/are not suitable, then either Party shall be entitled to partially terminate this Agreement with respect to the affected Project by means of written notice and any such termination shall take effect either immediately or on such other date as may be specified in the written notice, any residual of the funding provided by TomTom for such a Project shall be refunded by UvA to TomTom on a pro rata basis.
- 11.4 The provisions of Article 6, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

Article 12 – ASSIGNMENT

- 12.1 The rights and obligations arising from this Agreement shall not be assigned to third parties, without the prior written approval of the other Party. However, no consent is required for an

assignment or transfer in whole or in part by TomTom to any of its Affiliates. TomTom shall notify UvA of such assignment or transfer in writing.

Article 13 – SETTLEMENT OF DISPUTES

13.1 All disputes or differences directly arising in connection with this Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Amsterdam.

Article 14 – APPLICABLE LAW

This Agreement shall be construed according to and governed by the laws of The Netherlands.

Article 15 – AMENDMENTS - SEVERABILITY

- 15.1 Amendments or changes to this Agreement, including the Project Plans, shall be valid only if made in writing and signed by the authorised signatories of both Parties.
- 15.2 If any of the provisions of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Agreement. In the event of such finding of invalidity or unenforceability, the Parties will endeavour to substitute forthwith the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

Article 16 – NOTICES

Any notice to be given under this Agreement shall be sent by mail or e-mail and in the latter case confirmed by mail to the following addresses:

UvA Contact Person : [REDACTED]
Address: Science Park 904
Place: 1098 XH Amsterdam
Country: the Netherlands
Telephone: +31 [REDACTED]
Fax:
E-mail : [REDACTED]@uva.nl

TomTom Contact Person : Legal Department
Address: De Ruijterkade 154

Agreement number TT: 190494

Place: 1011 AC Amsterdam
Country: the Netherlands
Telephone: +31 [REDACTED]
Fax:
E-mail : legal@tomtom.com

or to such address and recipients as a Party may designate in respect of that Party by written notice to the others in accordance with this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly signed by the undersigned authorised

TomTom

Signature

Name:.....

Title:

Date:

Unit

Signature

Name:.....

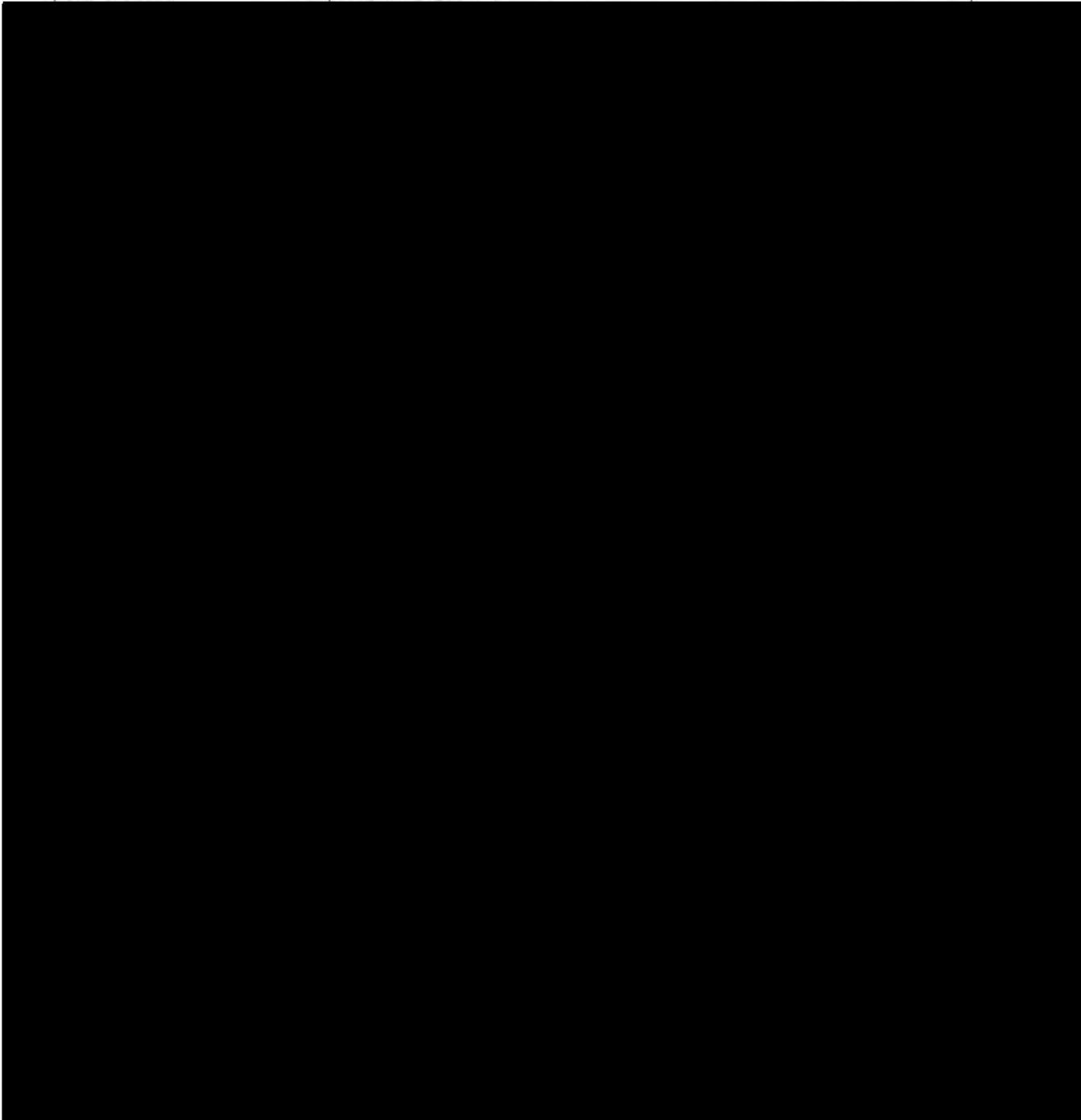
Title:.....

Date:.....

Agreement number TT: 190494

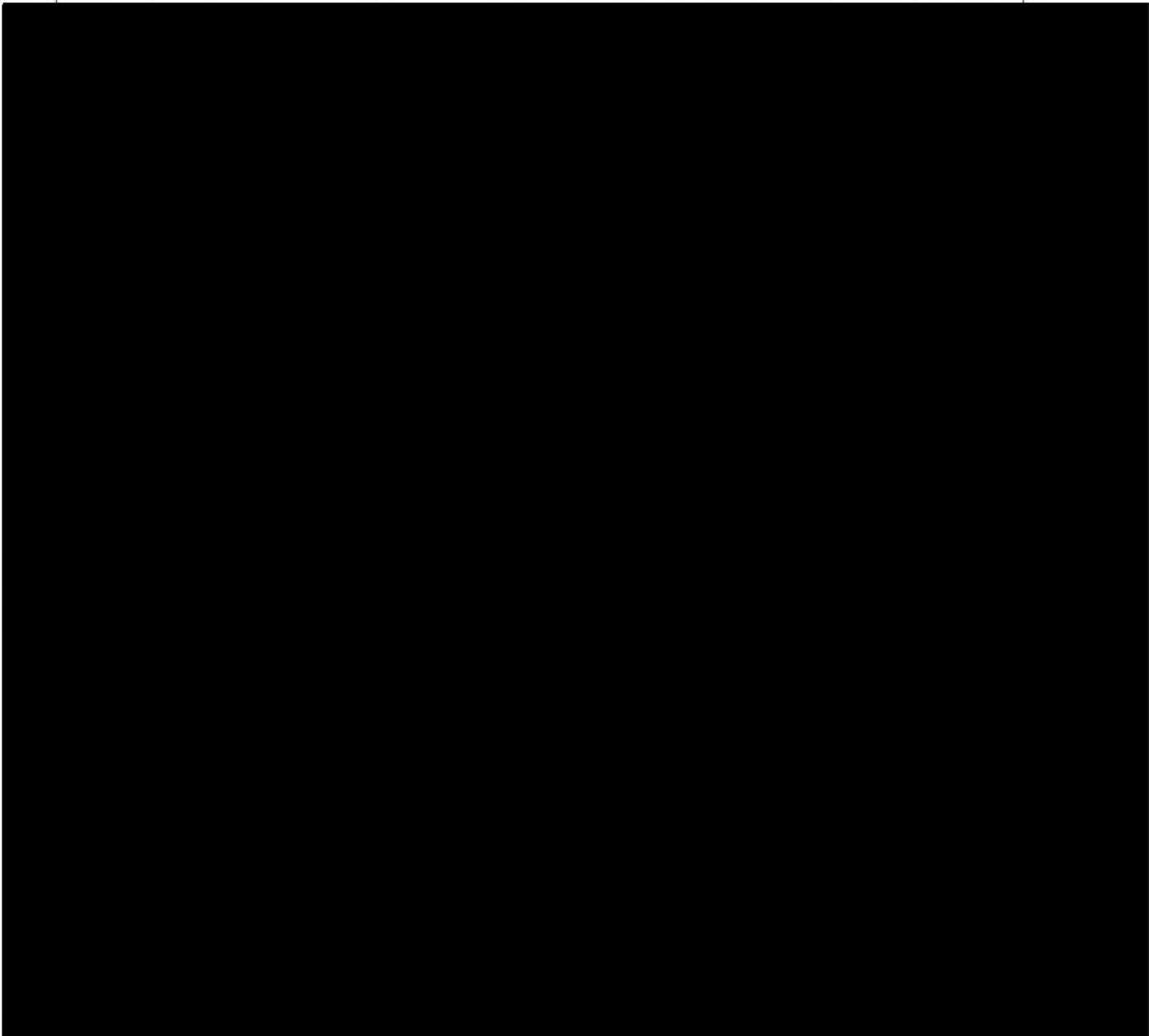
Appendix A - Project Plan

Research Line:	
WP title & acronym	WP CS1: Cross-sensor transfer learning
WP leader	■■■■
WP execution	New PhD student



D6 Delivery of final report and software (M48)

Research Line:	
WP title & acronym	WP CS2: Few-shot tiny object detection
WP leader	■■■■
WP execution	New PhD student

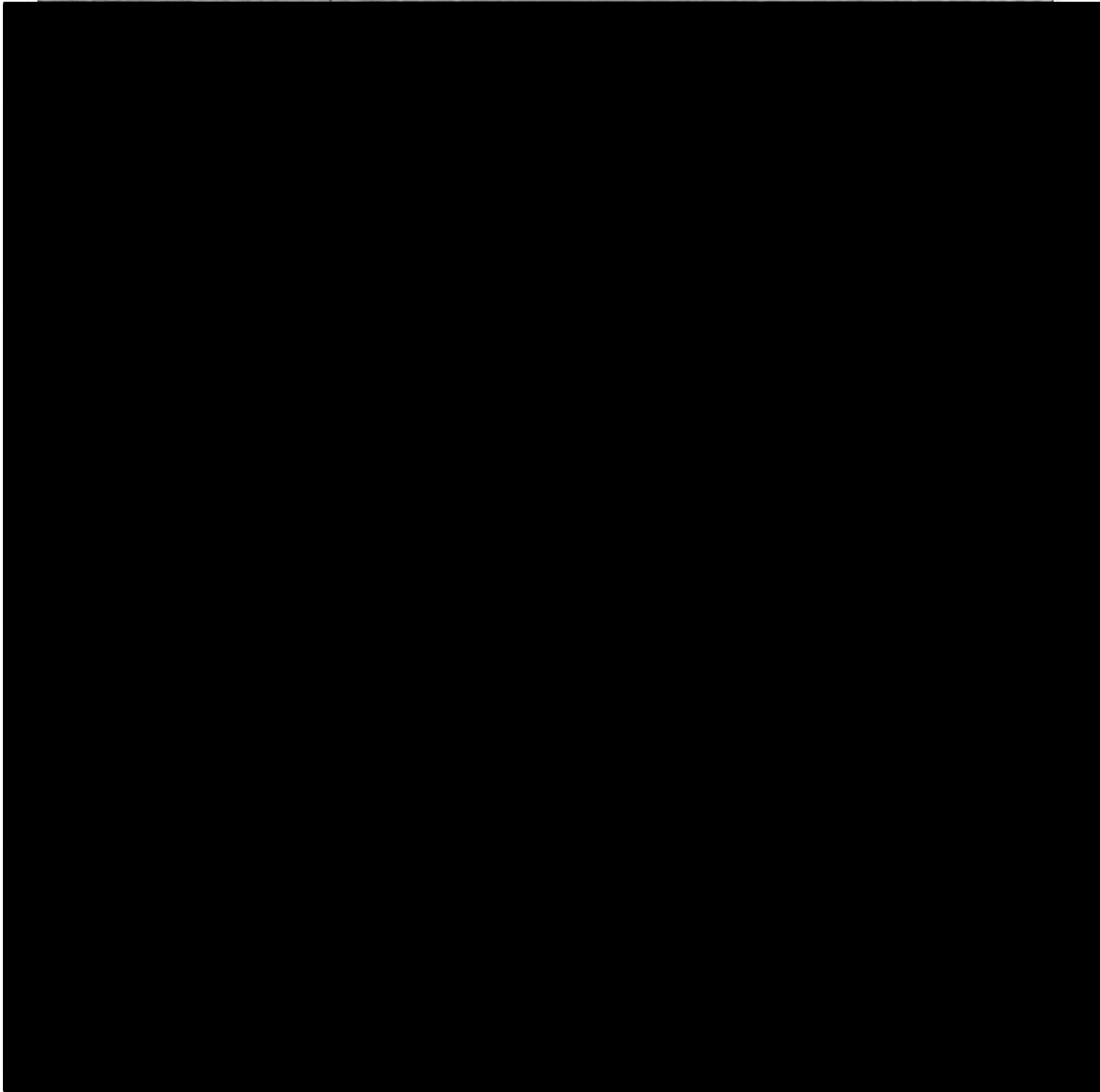


Agreement number TT: 190494

Research Line:	
WP title & acronym	WP TG1: Structured segmentation
WP leader	
WP execution	New PhD student



Research Line:	
WP title & acronym	WPTG2: Sparse data representation for point clouds segmentation
WP Leader	[REDACTED]
WP execution	New PhD student



Agreement number TT: 190494

Research Line:	
WP title & acronym	WPTG3: Point cloud based 3D object detection
WP Leader	
WP execution	New PhD student