

CONTRACT

Contract number: 230713-Q-13028

between the

vialytics GmbH

Silberburgstr. 187

70178 Stuttgart, Germany

Represented by: Patrick Glaser, CEO and Danilo Jovicic-Albrecht, Managing Director of vialytics GmbH

and the

Technická správa komunikací hl. m. Prahy, a.s

Veletržní 1623/24

Holešovice, 170 00 Praha 7 Czech Republic

Entered in Commercial register by Prague Municipal Court, file number B 20059

IČ (company reg. number): 03447286

DIČ (VAT number): CZ03447286

Represented by: PhDr. Filip Hájek, Vice Chairman on the basis of Power of Attorney.

to a

System for recording, evaluating and visualizing the road condition

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vialytics GmbH
Silberburgstr. 187
70178 Stuttgart

Seat of the company: Stuttgart
Amtsgericht Stuttgart
HRB Nr.: 765330
VAT ID: DE319124504

Managing directors:
Patrick Glaser
Achim Hoth
Danilo Jovicic

vialytics GmbH
IBAN: DE58600100700964162701
BIC: PBNKDEFFXXX
Postbank Stuttgart

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1. Preamble

A constantly updated overview of the road condition is the basis for efficient road maintenance management. The vialytics system is an overall system that creates a digital twin of the road space and supports the sustainable management of municipal roads. The administration of the City of Prague, represented by TSK Praha, (hereinafter referred to as the "client") will use the data processed by vialytics GmbH (hereinafter referred to as the "contractor") (for further details, please refer to Section 4) in order to digitalise administrative processes. The contractor supports this project as the data manager and offers a user interface under the name vialytics web system for visualising and managing the collected and processed data.

2. Subject of the contract

The vialytics system is a web-based software that covers various use cases in public administration through georeferenced images, the evaluation of road conditions or the archiving of data. The system consists of a hardware component (modified smartphone & mount), which is rented by the contractor during the contract period, and a software component consisting of a web application (app) and web access to the vialytics web system with various functions over the contract period.

The following services are the subject of the contract:

- A) Visualisation and archiving of georeferenced images
- B) Evaluation and visualisation of the road condition
- C) Documentation of data within the scope of the road safety obligation

A) Image data recorded by the client are localised to the road in the vialytics web system and reference the agreed road network. As soon as an inspection has been carried out and successfully transferred, the image data is processed and censored by the contractor. The image data is archived in the vialytics system and can be retrieved historically.

B) In the vialytics user interface, the road condition of the city of Prague with a total length of the road network of 3,500 km is visualised.

- The road condition
 - o is updated after each inspection and data transmission
 - o of past inspections is archived and remains retrievable
 - o is evaluated according to common German guidelines (E EMI 2012 & ZEB),
- including free software updates that benefit the usability
- with export function in shapefile format provided via a WMS server

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- (Already provided via contract A21-0701-01 from 2021): 5x hardware: smartphone, with pre-installed app, mobile phone holder, USB plug, anti-reflective fabric, Bluetooth button

The road condition can be updated **several times during the year**. The client can record and transmit data at any frequency he chooses and can also drive over any road section several times. As soon as new data has been recorded and transmitted, it is evaluated.

C) The road safety module is a system for documenting the sighting of roads according to aspects relevant to road safety. With the help of this module, the following functions are connected within the vialytics system:

- recording and storage of GPS tracks, including historic data
- image recording while driving or by using the app
- setting georeferenced tasks
- note function in the app and in the web interface

The module includes an extension of the vialytics app, a hardware (bluetooth) button for operation while driving and a web interface for the desktop.

3. Duties of the contractor

The contractor is obliged to guarantee the client access to the vialytics web GIS for the duration of the agreed service. Access is provided via a user account which is activated by the contractor no later than at the time of the first data update. The contractor is obliged to check the raw data provided by the client regarding its quality, to process it and to display it in the web GIS. The contractor rents a smartphone to the client for data recording.

Following images are visualised in the web system:

A) Georeferenced images

An access to the vialytics web GIS is activated on the client's site, in which images and image traces of the road space are visualised. As soon as the contractor has carried out an inspection and has successfully transferred the data into the vialytics system, the images are processed in such a way that

- personal data has been made unrecognisable (censorship)
- the images are referenced to the existing map material in the direction of travel
- one image track is visualised for each road in two opposite directions of travel
- the inspections are archived as image tracks and can be retrieved historically
- they can be retrieved by the client no later than 30 days after a successful upload

B) The road condition is

- evaluated in more than 15 damage classes, in accordance with the recommendations for the maintenance management of inner-city roads (E EMI 2012) of the german "Forschungsgesellschaft für Straßen- und Verkehrswesen e.V." (Research Society for Roads and Traffic)
- is visualised in the form of coloured road sections, which appear as a layer above the road network
- filterable according to road classifications, condition classes and damages.

Data updates:

Scope of assessment:

The road condition is assessed for the agreed road network - if the client provides the corresponding data. If the total length of the roads exceeds a length of 3,500 km, a deviation of up to a maximum of 5.0 % will be assessed free of charge. If additional kilometres of road network are to be evaluated, the contractor will charge €60 per kilometre for each evaluation process (update), which will be due at the time of upload.

Frequency:

In principle, the client can record data at any time during the year and have it evaluated by a successful data transmission. During the performance period, the contractor is obliged to evaluate the road condition of the road network agreed under 2 B each time as soon as evaluable data is available. The maximum update frequency of the data is: one data update per week.

Timing of data uploads:

As soon as the client has successfully transferred the raw data by means of an upload, the contractor shall present the newly assessed road condition and the associated censored images in the vialytics system 30 days later.

C) Track control module

The track control module is a system for documenting the inspection of roads for aspects relevant to road safety. With the help of this module, the activities to be performed during the road safety inspection are logged.

Data visualisation:

All recorded and transmitted data are made available in the vialytics web system. For this purpose, the client receives access to data of his municipal area. The data is referenced based on the raw GPS data and can be collected from the entire road space and ancillary facilities. The data includes: GPS track, images, notes (audio & text), time and location information.

Data recording and management:

While the track control mode is active in the app, GPS tracks are generated and stored with date and time stamp. Data recording can be used on foot or while using vehicles and can be stopped and resumed at any time. The data is saved as a GPS track. Images recorded individually during this time (geo-markers) are archived and saved with time and location information.

The data can be managed in the app and in the vialytics web system insofar as individual geo-markers are supported by metadata, such as: Notes (audio & text), status (open, completed), individually created categories, responsible employees.

In addition to the smartphone and the corresponding app, the scope of delivery includes a smart button (Bluetooth button) that can be used for remote control of the smartphone.

4. Duties of the client

4.1. Internet connection, data transfer and communication

The client shall guarantee the data transfer between the hardware and the Internet. The client shall, at its own expense, provide the contractor with the necessary bandwidth and data volume to independently transfer the data recorded with the hardware. If no network is available, the client is obliged to set up such a network or to access a network accessible to him. The client is publicly named as a reference by the contractor.

4.2. Carrying out of the Inspection

The client carries out the inspections on his own responsibility.

In order to guarantee timely delivery by the delivery deadline, the client is obliged to provide the contractor with all data to be evaluated 30 days before the delivery deadline. The client can confirm the completion of the roads to be evaluated by phone call or e-mail.

A good quality of the raw data is in common interest, therefore the client acts in his own interest when recording the data and uses the hardware (smartphone) lent by vialytics. The client will act appropriately during the inspections, especially within the framework of the road traffic regulations.

During the data collection two circumstances in particular have to be taken into account:

- Weather conditions and tidiness: The inspections will be carried out under generally good weather conditions, which would be: slightly cloudy or sunny – i.e. light enough – days. The roadways are not covered by leaves, snow, frost, mud, wetness or other dirt.
- Ideally, the client will have driven on the roads to be assessed and transferred the data within a 30-day period at least one month before the delivery deadline. Example: If the delivery deadline is 1 June, the client drives the roads in March and transmits the data by 30 April at latest.

5. Scope of delivery and services

- 5.1. Access to the vialytics web system during the term of the contract via a log-in account
 - 5.1.1. with the functions described under §2 and §3
 - 5.1.2. with continuous data updating and archiving of collected data
- 5.2. (already provided via contract A21-0701-01 from 2021): Rental of a smartphone with charging cable, power supply and pre-installed vialytics app
- 5.3. Exchange service in case of defect of the end device (conditions for current end device iPhone: <https://www.apple.com/legal/sales-support/appcare/appforiphonede.html>)
- 5.4. Supply of a mobile phone holder, a black felt mat and USB power adapter for the cigarette lighter

6. Price

Pos.	Service	Duration	Amount	Price
1	vialytics system: roads (app and web interface)	1 year	3.500 km	75.000,00€
	subtotal 1			75.000,00€
2	hardware rent	1 year	5 pcs	0,00€
	subtotal 2			75.000,00€
	total (excl. VAT)			75.000,00€

7. Terms of payment

The total amount is due for payment upon commissioning with a payment term of 14 days after receipt of the corresponding invoice.

8. Liability

- 8.1. Claims of the client for damages are excluded. Excluded from this are claims for damages by the client arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the contractor, its legal representatives or vicarious agents. Material contractual obligations (cardinal obligations) are those whose fulfilment is necessary to achieve the objective of the contract.
- 8.2. In the event of a breach of material contractual obligations (cardinal obligations), the Contractor shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the client's claims for damages are based on injury to life, body or health.
- 8.3. The restrictions of paragraphs (1) and (2) shall also apply in favour of the contractor's legal representatives and vicarious agents if claims are asserted directly against them.
- 8.4. The limitations of liability resulting from paragraphs (1) and (2) do not apply if the contractor has fraudulently concealed the defect or has given a guarantee for the quality of the item. The same shall apply insofar as the contractor and the client have reached an agreement on the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

9. Term and period of notice

The contract term and the performance period begin on 01.08.2023 (regardless this contract enters into force according to Article 10.1.) with a duration of 12 months and do not require explicit termination. Contractor and Client declare, that services provided in period from 01.08.2023 till the day, when this contract is published in register of contracts according art. 10.1. of this contract, are treated as services provided according to this contract.

10. Final Conclusion

10.1. This contract shall come into a force when it is published in register of contracts according to Act. No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the register of contracts (The Act on the Register of Contracts).

10.2. Invoices will be issued exclusively in electronic form and sent to Client at the address fakturace@tsk-praha.cz and must contain all necessary information given by law. Contractor is entitled to send invoices only from the following e-mail address: **invoice@vialytics.de**. Invoices sent to or from different address than stated above, will be considered invalid.

10.3. Contractor and client confirm that they have acted honestly and transparently in the negotiation of the contract and at the same time undertake to do so in the performance of the contract and all activities related to it. The contractor confirms that he knows Compliance principles of the Client's Code of Ethics for suppliers/business partners, which are published on the client's website www.tsk-praha.cz, and undertakes to comply with these principles for the duration of the contractual relationship. Contractor and client undertake to act and take measures so that there is no reasonable suspicion of the commission of a criminal offense or its commission, so that neither contractor nor client can be held liable under Act No. 418/2011 Coll., on criminal liability of legal persons and proceedings against them, or the criminal liability of acting persons did not arise according to Act No. 40/2009 Coll., the Criminal Code.

10.4. This contract is written in four copies, of which client will receive three copies and contractor one copy. If the contract is concluded electronically using recognized electronic signatures, only one copy of the contract with the recognized electronic signatures of the representatives of both representatives: client and contractor, will be issued.

Prague, 30.8.2023

Place, date



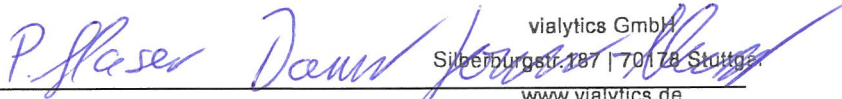
Signature client

PhDr. Filip Hájek, Vice Chairman

Technická správa komunikací hl. m. Prahy, a.s.

Stuttgart, 22.08.23

Place, date



vialytics GmbH
Silberburgstr. 187 | 70178 Stuttgart

www.vialytics.de

Signature contractor / Managing Directors - vialytics GmbH

Patrick Glaser, CEO / Danilo Jovicic-Albrecht, Managing Director

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