

# TERMS AND CONDITIONS MOVEYOU

## 1. Applicability

- 1.1. These general terms and conditions (hereinafter: "GTC") apply to all offers and agreements, under whatever name they are offered, between the private limited company MoveYou B.V., with its registered office and principal place of business at (8802 PV) Franeker at Het Want 3 and registered in the trade register of the Chamber of Commerce under number 69791694, (hereinafter: "MoveYou") and Customer. The Mobility Agreement in these GTC also includes other (Partial) agreements and Appendices between MoveYou and the Customer.
- 1.2. Deviations and additions are only valid if they have been agreed in writing in advance between the Parties.
- 1.3. If any provision of these T&Cs is null and void or is set aside, the remaining provisions of these T&Cs shall remain in full force and effect. In that case, MoveYou and Customer will consult with the aim of agreeing on new provisions to replace the null and void or voided provisions, whereby the purpose and purport of the null and void or voided provision(s) will be taken into account as much as possible.

## 2. Offers

- 2.1. MoveYou always provides offers without obligation and without obligation, unless otherwise agreed in writing.
- 2.2. If necessary, MoveYou will provide a technical specification. For the realization of the assignment for a functional or technical design, MoveYou will always make a non-binding offer.
- 2.3. Customer guarantees the accuracy and completeness of the data on which MoveYou bases its offer. Inaccuracy and/or incompleteness of this data are entirely at the expense and risk of the Customer.

## 3. Duration and termination

- 3.1. The Mobility Agreement determines the duration and the termination options for the Parties. In addition, the provisions below apply.
- 3.2. Both Parties have the right to terminate the Mobility Agreement in writing with immediate effect without judicial intervention, if:
  - 3.2.1. The Partial Agreement between the Parties has been terminated. If the Customer has concluded multiple Partial Agreements, the Mobility Agreement will end at the time the last Partial Agreement ends;
  - 3.2.2. A Party ceases, dissolves or liquidates its profession or business in whole or to a significant extent;
  - 3.2.3. A Party has been applied for or granted a (provisional) suspension of payments (or an international equivalent thereof);
  - 3.2.4. Bankruptcy has been filed or declared in respect of a Party;
  - 3.2.5. In respect of a Party, the application of the Natural Persons Debt Restructuring Act (or an international equivalent) has been applied;
- 3.3. In the event of termination pursuant to Articles 3.1 and 3.2, the Parties will be released from their obligations under the Mobility Agreement with effect from the date of termination. Services already performed that have not yet been invoiced at the time of termination will still be invoiced and must be paid by the Customer. In such cases, the Customer is not entitled to any compensation or compensation.
- 3.4. Any shortcoming in the fulfilment of one or more provisions of the Mobility Agreement by a Party gives the other Party the authority to dissolve the Mobility Agreement in whole or in part, unless the shortcoming does not justify the dissolution in view of its special nature or minor importance. This power only arises after the defaulting Party has been given written notice of default, whereby it has been given a reasonable period to remedy the failure and this period has not been used. The reasonable period is a minimum of two weeks and a maximum of four weeks. The damage suffered by the other Party as a result of the non-performance must be compensated by the defaulting Party.
- 3.5. In the event of dissolution, the Parties will be released from their obligations under the Mobility Agreement with effect from the date of dissolution. Performances already performed will be reversed. If the performance already performed cannot be reversed, compensation must be paid in return at the level of the rates specified in the Mobility Agreement or other type of agreement.

## 4. Price and payments

- 4.1. All prices are in euros and are exclusive of sales tax (VAT) and other levies that have been or may be imposed by the government.
- 4.2. MoveYou is entitled to invoice periodically and, insofar as agreed in the Mobility Agreement, to collect automatically. Otherwise, Customer must pay his payments in euros to MoveYou's bank account, unless otherwise agreed in writing.
- 4.3. MoveYou provides all its offers on a fixed price per month, unless otherwise agreed. MoveYou will provide Customer with a copy of its internal time registration for the part that has not been offered as a fixed price.
- 4.4. Upon request, Customer must provide MoveYou with the Chamber of Commerce registration number (or an international equivalent) and a valid VAT identification number when entering into the Mobility Agreement. If this data is not provided, MoveYou may suspend the execution of the Mobility Agreement.
- 4.5. MoveYou is entitled to adjust its prices once a year according to the Dutch CBS Services Price Index (DPI). The Customer will be informed of this in writing without delay. MoveYou is also entitled to adjust the applicable prices and rates in writing and with due observance of a period of three months. If, in the latter case, the Customer does not wish to agree to the changes, the Customer shall be entitled to terminate the Mobility Agreement in its entirety or some of the Partial Agreements to which the price adjustment relates within thirty days of written notification of the adjustment, with effect from the date on which the adjusted prices and/or tariffs would take effect.
- 4.6. The documents and time records administered by MoveYou provide full evidence with regard to the services performed by MoveYou and amounts owed by Customer, without prejudice to Customer's right to provide evidence to the contrary.
- 4.7. The parties will set out in the Mobility Agreement the date or dates on which MoveYou will charge the Customer the fee for the agreed services. Amounts due will be paid by the Customer in accordance with the agreed payment conditions and terms stated on the invoice.
- 4.8. The Customer is not entitled to set off any amounts due from the separate Partial Agreements.
- 4.9. If the Customer does not pay the amounts due or does not pay them on time, the Customer will owe the statutory commercial interest on the outstanding amount without any reminder or notice of default being necessary. If the Customer remains negligent in paying the claim after a reminder or notice of default, MoveYou can hand over the claim. In addition to the total amount due, the Customer will also owe all judicial and extrajudicial costs.
- 4.10. If the Customer is in default or in default in the (timely) fulfilment of its obligations, MoveYou has the right to deny the Customer access to the services of MoveYou without prior notice.
- 4.11. MoveYou only provides its invoices by e-mail or by any other digital means. If the Customer wishes to receive an invoice by post, MoveYou is entitled to charge an additional fee for this.

## 5. Confidentiality and secrecy

- 5.1. The Parties, including the employee(s) of the Parties or third parties engaged by one of the Parties who are involved in the execution of the Mobility Agreement, mutually obligate to maintain absolute confidentiality of all information originating from the other Party (including ideas, knowledge, trade secrets, (personal) data, procedures and the like) that comes to its knowledge in the context of the Mobility Agreement and that has been designated as confidential by the providing Party or of which the receiving Party can reasonably suspect the confidential nature. The parties limit access to this confidential information to persons who need it for the (execution of the) Mobility Agreement.
- 5.2. Information that can be demonstrated to be:
  - 5.2.1. was in full possession prior to disclosure to the receiving Party;
  - 5.2.2. was already generally known or available at the time of disclosure or has become so subsequently, other than as a result of acts or omissions of the receiving Party;
  - 5.2.3. was acquired from a third party who was not bound by a duty of confidentiality in relation to that information;
  - 5.2.4. has been developed independently without the use of the disclosing Party's disclosed information;

- 5.2.5. by law, any regulation or rule of a body recognised by the government, or a binding and non-appealable decision of a court or other public body, must be made public. If such a situation arises, the Parties will consult in advance to investigate whether the scope of the disclosure can be limited to what is strictly necessary.
- 5.3. Each of the Parties is obliged to impose the confidentiality of this article on the employee(s) and/or third party(ies) engaged by that Party in the execution of the Mobility Agreement.
- 5.4. Each Party is liable to the other Party for damage caused by breach of confidentiality by the other Party, by one or more of its employees and/or the third parties engaged by it.

## 6. Data Processing and Security

- 6.1. In the event that the Customer has a white-label app, both Parties are independently responsible within the meaning of the GDPR where the User registers directly on the Customer Portal of MoveYou. Prior to registration, the User will be informed about the processing of personal data and how the User can exercise his rights by means of the privacy statement (<https://www.moveyou.com/privacy/>) personalized for the Customer, and will indicate upon registration that he has taken note of this information. The basis for the processing of the data thus concerns the performance of the agreement as referred to in Article 6 (1) (B) of the GDPR in the relationship between MoveYou and the User as well as MoveYou and the Customer.
- 6.2. The parties acknowledge that they are each fully responsible and liable for compliance with data protection laws in relation to their own processing of personal data. The Parties shall enable each other to comply with this, including in the event that one of the Parties wishes to carry out a data protection impact assessment as referred to in Article 35 of the GDPR, the other Party cooperates at first request.
- 6.3. The parties will consult as soon as possible, but no later than within twenty-four hours, after discovering a data breach that relates to the data from MoveYou or (via) Customer about the steps to be taken. Parties will support each other in the event of GDPR requests from Users.
- 6.4. Data obtained from Users themselves or through other applications of or through MoveYou that the User also uses, will be used as agreed with the User himself.
- 6.5. Article 82 GDPR entails joint and several liability for both Parties. If one of the Parties has been held liable and has compensated the full damage, it will have a right of recourse against the other, but only for that part of the compensation that corresponds to the liability of the other that must arise directly from the work or assignment mentioned in the Mobility Agreement. In order to determine the degree of mutual liability between the Parties, the activities or the assignment referred to in the Mobility Agreement must also be taken into account. The Parties indemnify each other against damage, disadvantage or claims from third parties, including Users, insofar as they arise as a result of the failure of that Party and/or the processor(s) engaged by it in the fulfilment of the obligations or pursuant to the GDPR.
- 6.6. If the supervisory authority imposes an administrative fine on one Party pursuant to Article 83 of the GDPR for violation that falls under the responsibility of the other Party and/or the third parties engaged by it, that other Party is liable and the first Party is entitled to impose an immediately payable contractual penalty on it in the amount of up to the same amount. This penalty is not subject to set-off and suspension and does not affect the rights of the Party sanctioned by the supervisor to performance and compensation. If both Parties have breached an obligation to which they are entitled that has led to the administrative penalty and the full penalty is imposed on one Party, the contractual penalty as referred to above shall cover that part of the administrative penalty that corresponds to the failure on the part of the other Party.
- 6.7. In the event that the Customer purchases the technical infrastructure by means of an (API) and does not use a white-label app, the User will not be registered on the MoveYou platform and only transaction data will be processed. Insofar as this transaction data is regarded as personal data, MoveYou is regarded as a

processor. In that case, in addition to the provisions referred to in this article, MoveYou will only process this personal data on the basis of any written instructions from Customer and that Customer hereby gives MoveYou general permission to engage any sub-processors.

## 7. License

- 7.1. Customer declares that all information regarding Customer, including but not limited to name, authorized signatories, address details and e-mail details that he provides in the context of the Mobility Agreement are complete, correct and up-to-date and that he will only use the services of MoveYou for the agreed purpose.
- 7.2. Customer is responsible and liable for the application of the services or data provided by MoveYou.
- 7.3. Rights, including rights to use the services provided by MoveYou, will be transferred to Customer once all fees owed by Customer have been received by MoveYou. If the Parties have agreed on a periodic payment, MoveYou will grant Customer a right of use on the condition that Customer fulfils its periodic payment obligation.
- 7.4. Any shortcoming in the fulfilment by a Party of any provision of the Mobility Agreement and/or these GTC gives the other Party the right to suspend its contractual obligations until such time as the defaulting Party properly fulfils again. Failure is in any case, but not exclusively, understood to mean:
- 7.4.1. the misuse and/or abuse by the Customer of all items, products, data, documents, software, databases and results arising from the Mobility Agreement. The Customer is not permitted to use the MoveYou Platform to offer illegal goods or services.
- 7.4.2. the failure of MoveYou to fulfil its obligation to provide the agreed services of the Mobility Agreement in execution thereof towards the customer, without prejudice to the provisions of art.15.3.
- 7.4.3. the Customer's failure to comply with its payment obligation to MoveYou under this Mobility Agreement.
- 7.5. Suspension is in any case, but not exclusively, understood to mean
- 7.5.1. in the event of a shortcoming on the part of the Customer: the retention by MoveYou of and/or withholding the Customer from all items, products, data, documents, software, data files and results arising from the Mobility Agreement.
- 7.5.2. in the event of a failure on the part of MoveYou: the suspension by Customer of the payment of any fees it owes to MoveYou.

## 8. Risk

- 8.1. The risk of loss, theft or damage to data, documents, software, databases or data produced or used in the context of the Mobility Agreement is transferred to the Customer at the moment when it has been granted the right of use and has actual disposal or control over this data. If the right of disposal or control rests with MoveYou, MoveYou bears the risk of loss, theft or damage.

## 9. Intellectual property rights

- 9.1. All current and future intellectual property rights with regard to the tools, technologies, applications and activities as described in the Mobility Agreement and of everything that comes into being during or in connection with the execution of these agreements lie and will be vested in MoveYou. MoveYou is regarded as the creator, designer or inventor of the works, models or inventions created within the framework of the Mobility Agreement, respectively.
- 9.2. During the term of the Mobility Agreement, the Customer will only receive the right of use that has been explicitly granted by the Mobility Agreement, the GTC and by law.
- 9.3. The Mobility Agreement expressly does not provide for the transfer of any intellectual property between the Parties. Customer is granted a non-transferable, non-exclusive right to use MoveYou's intellectual property.
- 9.4. MoveYou is permitted to take technical measures to protect its intellectual property and to enforce restrictions in law regarding the duration of the intellectual property as agreed. The Customer is never permitted to remove or circumvent such a technical provision.
- 9.5. Customer is not permitted to decompile, reverse engineer, disassemble or otherwise make changes to any software or other products, services or processes accessible by or via MoveYou.

9.6. MoveYou warrants that the product or service developed is the intellectual property of MoveYou and does not infringe the rights of third parties. Customer will notify MoveYou in writing of a third-party claim in the event that the products developed by MoveYou infringe the rights of third parties.

9.7. The Parties are permitted to use the brand and trade name of the other Party for the purpose of cooperation, including announcements, advertisements, advertising or other types of indications to make Users aware that the (mobility) services of the Parties can be used.

## 10. Obligation to cooperate

10.1. The Parties acknowledge that the success of the Mobility Agreement depends to a large extent on correct and timely cooperation between the Parties. In order to properly execute the Mobility Agreement, it is very important that the Customer provides MoveYou with all data or information deemed useful, necessary and desirable by MoveYou and that it provides all necessary cooperation.

10.2. Customer declares to have sufficient experience and expertise to guarantee the proper functioning of MoveYou's applications for its users under normal circumstances. The customer is responsible for his own expert staff.

10.3. If the Customer or MoveYou decides to deploy third parties, the Party that decides to do so is responsible for ensuring that this third party complies with the provisions relating to the Mobility Agreement, the GTC and the other agreements between the Parties.

10.4. If the Customer does not provide MoveYou with the data, documents or other items deemed useful, necessary or desirable for the execution of the Mobility Agreement, or does not provide them in a timely manner or in accordance with the agreements, MoveYou has the right to suspend the Mobility Agreement for the period in which the Customer fails to fulfil its obligation.

## 11. Delivery times

11.1. All terms mentioned or agreed upon by MoveYou have been determined to the best of your knowledge on the basis of the information known to MoveYou at the start of the Mobility Agreement. Unless expressly agreed otherwise in writing, (interim) delivery dates by MoveYou are, unless expressly agreed otherwise in writing, target dates, whereby MoveYou will make every effort to observe the said dates. Unless otherwise agreed in writing, an agreed term is never fatal.

11.2. Exceeding a target date will never bring MoveYou into default. MoveYou is never obliged to pay damages if a so-called deadline is exceeded, unless this has been explicitly agreed or if MoveYou has not delivered after this period has expired after a proper notice of default and the granting of a reasonable recovery period. All this with due observance of the further provisions of these GTC.

## 12. Liability and Warranties

12.1. MoveYou's services are offered on an as-is basis. MoveYou does not guarantee that the software to be made available in the context of the Mobility Agreement is always completely error-free and always functions without interruptions. MoveYou will make every effort to rectify errors in the software without delay and to repair interruptions without delay, if and insofar as it concerns software that has been developed by MoveYou itself and the relevant defects are known to MoveYou or have been reported to MoveYou in writing by the Customer.

12.2. MoveYou's liability for indirect damage is excluded.

12.3. Indirect damage includes, but is not limited to, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of Customer, damage related to the use of goods, materials or software of third parties prescribed by Customer to MoveYou and damage related to the engagement of suppliers prescribed by Customer to MoveYou. Indirect damage is also understood to mean damage due to returns resulting from a bug in the services, including the unavailability or defects of the services or damage due to incorrect information resulting from the use of the services by Customer.

12.4. The exclusions and limitations, as described in this article, do not affect other liability provisions as referred to in article 6, exclusions and limitations under these GTC. The limitations and exclusions of liability of MoveYou included in these Terms and Conditions will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of MoveYou.

12.5. Customer indemnifies MoveYou against any claims from third parties arising from the use of MoveYou's services by Customer, without prejudice to the direct liability towards End Users as agreed with End User upon registration on the MoveYou Platform.

12.6. The total liability of MoveYou due to an attributable shortcoming in the fulfilment of the Mobility Agreement or on any legal basis whatsoever, including expressly any shortcoming in the fulfilment of a warranty obligation agreed with the Customer, is limited, with due observance of the provisions of these GTC, to the amount for which the Mobility Agreement has been entered into. In the event of a continuous Mobility Agreement, the maximum liability is limited to the total price over the contract period of the current Mobility Agreement up to a maximum of 6 (six) months. In no event shall MoveYou's liability for direct damages, on any legal basis whatsoever, exceed EUR 500,000. In the event that MoveYou's insurer makes a payment in the specific case, MoveYou's liability is in any case limited to the amount that its insurer pays out in that case, plus the deductible.

12.7. Customer must report damage to MoveYou in writing as soon as possible in order to be eligible for the right to compensation. Any right to compensation lapses by the mere lapse of 1 (one) month after the claim and/or damage has arisen.

12.8. Customer shall notify MoveYou in writing of an alleged attributable failure within 1 (one) week and shall give MoveYou a reasonable period of time to remedy the failure, with a minimum of 2 (two) weeks. Customer will provide MoveYou with a description of the shortcoming that is as complete and detailed as possible, so that MoveYou is given the opportunity to respond adequately.

12.9. MoveYou ensures the proper functioning of its products and services by means of quality procedures. However, MoveYou cannot guarantee that the delivered items will be delivered without errors, such as bugs. MoveYou is never liable for damage as a result of errors in its software.

12.10. The provisions of this article, as well as all other limitations and exclusion of liability mentioned in these GTC, also apply to all (legal) persons that MoveYou uses in the execution of the Mobility Agreement.

### Warranties on equipment and/or other items

12.11. MoveYou will make every effort to repair material and manufacturing defects in the sold equipment and/or other sold goods as well as in parts supplied under warranty, free of charge within a reasonable period of time if these defects have been reported to MoveYou in detail within a period of three months after delivery. If, in the reasonable opinion of MoveYou, repair is not possible, repair will take too long or if repair involves disproportionately high costs, MoveYou is entitled to replace the equipment and/or the goods free of charge with other, similar, but not necessarily identical equipment and/or goods. Data conversion that is necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of MoveYou. The warranty obligation lapses if defects in the equipment, goods or parts are wholly or partly the result of incorrect, careless or improper use, external causes such as fire or water damage, or if Customer makes changes to the equipment or parts supplied by MoveYou in the context of the warranty without the permission of MoveYou, or have it applied.

12.12. Any other or further reliance by the Customer on non-conformity of the delivered equipment and/or goods than the provisions of Article 12.13 is excluded.

12.13. Costs of work and repair outside the scope of this warranty will be charged by MoveYou to Customer in accordance with its usual rates.

12.14. MoveYou has no obligation under the Mobility Agreement with regard to errors and/or other defects in equipment, delivered goods or parts that have been reported after the end of the warranty period referred to in article 12.13.

### 13. Force majeure

- 13.1. Neither Party is obliged to fulfil any obligation, including any warranty obligation agreed between the Parties if it is prevented from doing so as a result of force majeure. Force majeure is also understood to mean any circumstance beyond the control of the Parties, which permanently or temporarily prevents compliance with the Mobility Agreement, such as due to disruption of the internet or telecommunications facilities, as well as, insofar as this does not already include war, threat of war, civil war, riot, strike, pandemic, outbreak (examples: COVID-19, SARS, Bird Flu, Q fever, Mad Cow Disease), worker lockout, transport difficulties, fire and other serious disruptions within the business of the Parties or their suppliers.
- 13.2. Unless the Customer is a natural person who is not acting in the exercise of a profession or business, without prejudice to Article 6:75 of the Dutch Civil Code, force majeure shall in any case be understood to mean any failure by MoveYou in the fulfilment of its obligations under this Mobility Agreement and any unlawful act committed by it that:
- 13.2.1. is the result of a shortcoming or wrongful act of an auxiliary person of MoveYou
- 13.2.2. result directly or indirectly from an item that is unsuitable for the performance of the obligation
- 13.3. If the Customer is a natural person who is not acting in the exercise of a profession or business, force majeure is in any case understood to mean any shortcoming on the part of MoveYou in the fulfilment of its obligations under this Mobility Agreement and any unlawful act committed by it that cannot be attributed to it as referred to in Article 6:75 of the Dutch Civil Code.

### 14. Changes and additional work

- 14.1. If, at the request or with the consent of the Customer, MoveYou provides work or other services that fall outside the content or scope of the Mobility Agreement, MoveYou will charge the Customer for this work according to MoveYou's usual rate, which will be made known to the Customer prior to the additional work.
- 14.2. MoveYou is never obliged to agree to work as described in paragraph 1 of this article and may require a separate agreement to be concluded for this.
- 14.3. If work as described in this article results in exceeding an (ultimate) term, or results in other consequences that affect the execution of the Mobility Agreement, the consequences will be borne by the Customer. The question of or the performance of additional work is never grounds for termination or termination by the Customer.
- 14.4. Additional work will always be charged separately by MoveYou and will never be considered as part of the original assignment.

### 15. Special terms and conditions SaaS Platform

- 15.1. Insofar as necessary for the execution of the Mobility Agreement, MoveYou will make space available to Customer on its web server in accordance with the specifications in the Mobility Agreement. MoveYou is entitled to take technical measures to prevent exceeding the agreed limits.
- 15.2. The Customer is responsible for the internet access it uses. MoveYou does not provide services that provide access to the internet.
- 15.3. Despite the daily efforts to make the SaaS Platform function without defects, full availability of the platform cannot be guaranteed. Therefore, the services are provided on the basis of an obligation to perform to the best of one's ability.
- 15.4. MoveYou is entitled to continue the execution of the service with another version of the software during the term of the Mobility Agreement.
- 15.5. MoveYou may temporarily take the service out of service for preventive, corrective or adaptive maintenance. MoveYou will not allow this maintenance to last longer than necessary and, as far as possible, will announce this in a timely manner.
- 15.6. If MoveYou is required to perform work as a result of an authorized order from a government agency with respect to Customer's data, MoveYou will promptly notify Customer and charge Customer for the costs thereof.
- 15.7. The Customer is responsible for checking the operation of the applications.

- 15.8. MoveYou and Customer make mutual efforts to ensure that the service runs smoothly and thus to limit the risk of mutilation, malfunctions, interruptions in the service and the risks for the Customer's organization as much as possible.

- 15.9. MoveYou uses the services of third parties with regard to the cloud services. These third parties may independently block access to the Service or terminate it in the event of improper use or abuse. In such a case, MoveYou is never liable for the adverse consequences for Customer.

### 16. Application development

- 16.1. Prior to concluding the Mobility Agreement, MoveYou will record the specification of the applications in the Mobility Agreement or quotation.
- 16.2. If MoveYou takes care of the design, MoveYou will do this on the basis of the intake document provided by MoveYou. In consultation with the Customer, MoveYou will hold a maximum of one round of corrections, after which the design will be considered final.
- 16.3. MoveYou will follow the standard working method used by MoveYou, unless otherwise agreed in writing.
- 16.4. MoveYou may require Customer to approve the graphic design and technical operation of the application by Customer before MoveYou begins the implementation process. If Customer takes care of the graphic design itself, or has it taken care of, MoveYou will let Customer know prior to the start of the implementation whether the design meets MoveYou's delivery standard. If this does not meet the delivery standard, MoveYou is entitled to charge the necessary costs separately.

### 17. Support Service

- 17.1. MoveYou provides Customer support on the SaaS Platform as agreed in the Xperience Level Agreement (XLA). MoveYou will only provide support to Customer and not to Users of Customer, unless explicitly agreed otherwise in writing and without prejudice to the provisions of Article 6.6 last sentence.

### 18. Back-up a recovery

- 18.1. MoveYou uses Amazon AWS for the storage and backup of data. The primary purpose of the backups is disaster recovery and therefore this backup will not be provided to Customer.
- 18.2. If guaranteed backups of the Customer's website, applications and data are to be made, agreements must be made in writing.

### 19. Special terms and conditions API

- 19.1. The Customer will ensure that it and third parties who have been engaged by the Customer for the execution of the Mobility Agreement or use the API via the Customer, only use the API for the specific purpose for which it was provided to the Customer by MoveYou.
- 19.2. Customer shall ensure that it and third parties for whom it is legally or contractually required do not misuse the API (directly or indirectly). The Customer will take the necessary safeguards for this, such as obliging these third parties to do all that the Customer is obliged to do on the basis of the Mobility Agreement with MoveYou itself. In any case, abuse is understood to mean any use other than normal use, being the type of use for which the API has been developed by MoveYou or the type of use for which the API is reasonably intended.
- 19.3. Customer will ensure that he himself and third parties for whom he is legally or contractually responsible do not use the name of MoveYou, its products and/or services in a way that leads or may lead to any form of damage to MoveYou.
- 19.4. The obligations and limitations referred to in this article are a warranty obligation with regard to the acts and omissions of the Customer, which means that the Customer will have to comply with them in all cases and cannot invoke ignorance, force majeure or any exclusion of attribution.
- 19.5. The obligations and restrictions referred to in this article are an obligation to perform to the best of one's ability with regard to the acts and omissions of third parties for whom the Customer is legally or contractually responsible, which entails that the Customer will have to actively strive to ensure that these third parties comply with the obligations and restrictions and that the Customer will do everything in its power to achieve compliance by these third

parties. If the required effort has been made but compliance by this third party has not been achieved, Customer is not liable for the damage suffered by MoveYou as a result, but this does constitute a direct ground for termination for MoveYou. In the event that MoveYou makes use of this option, it is not liable to pay compensation to the Customer and/or third parties.

- 19.6. In no event shall MoveYou be liable to Customer for any unavailability, interruption or termination of the API Gateway, or any other API Gateway performance issues:
- 19.6.1. caused by factors beyond MoveYou's reasonable control, including in each case acts of God, problematic Internet access, or related issues outside of API Gateway's demarcation point;
  - 19.6.2. that result from voluntary actions or inaction by Customer or a third party that Customer is required to vouch for by law or contract (e.g., scaling provisioned capacity, misconfiguring security groups, VPC configurations or reference settings, disabling encryption keys or disabling encryption keys, etc.);
  - 19.6.3. that are the result of equipment, software or other technology and/or equipment, software or other technology of Customer and/or third parties (other than equipment of MoveYou or third parties engaged by MoveYou);
  - 19.6.4. that result from not following the best practices advised by MoveYou;
  - 19.6.5. or arising from any right of suspension, rescission or termination of Customer's right to use the API Gateway invoked by MoveYou.

## 20. Special conditions for shared transport

- 20.1. Fines imposed by third parties on MoveYou and any costs that MoveYou has to incur as a result of the use and/or actions of Customer and/or User of Customer are for the account of Customer.
- 20.2. Customer is liable for damage due to loss, theft and damage.
- 20.3. The customer may not make any modifications to means of transport that cannot be removed without damaging the means of transport. Any costs for removal or damage may be charged by MoveYou to Customer.
- 20.4. A means of transport may only be used in accordance with its normal purpose and with due observance of all applicable traffic rules by the registered user.
- 20.5. Customer is obliged to make its own agreements with the User of Customer that are at least equal to what applies to the legal relationship between MoveYou and Customer.

## 21. Transfer of rights and obligations

- 21.1. The Customer is not entitled to transfer the rights and/or obligations of this Mobility Agreement to third parties.

## 22. Applicable law and disputes

- 22.1. The applicability of the 1980 Vienna Sales Convention is explicitly excluded.
- 22.2. All agreements between MoveYou and Customer are exclusively governed by Dutch law.
- 22.3. In the event of a dispute, the parties will first try to submit their dispute to the Foundation for the Resolution of Automation Disputes and in that case the parties undertake to attend at least one joint meeting.
- 22.4. Any disputes arising from or in connection with the GTC and the Mobility Agreement will be submitted exclusively to the District Court of Noord-Nederland, location Leeuwarden, unless mandatory rules of jurisdiction preclude the jurisdiction of this court.