

GENERAL 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., statutorily established and with its registered office at Het Want 3, 8802 PV Franeker, and registered in the trade register of the Chamber of Commerce under number 69791694, (hereinafter: "MoveYou") and Customer. The term Mobility Agreement in these Terms and Conditions also includes other (Partial) Agreements and Appendices between MoveYou and Customer.understand.
- 1.2. Deviations and additions are only valid if they have been agreed in advance in writing between the Parties.
- 1.3. If any provision of these Terms and Conditions is void or annulled, the remaining provisions of these Terms and Conditions will remain in full force and effect. In that case, MoveYou and the Client will consult with each other to agree on new provisions to replace the void or annulled provisions, taking into account the purpose and intent of the void or annulled provision(s) as much as possible.

2. Offers

- 2.1. MoveYou always provides offers without obligation and without any commitment, unless otherwise agreed in writing.
- 2.2. If necessary, MoveYou will provide technical specifications. To finalize the order for a functional or technical design, MoveYou will always provide a non-binding offer.
- 2.3. The customer guarantees the accuracy and completeness of the data on which MoveYou bases its offer. Any inaccuracy and/or incompleteness of this information is entirely at the expense and risk of the Customer.

3. Duration and termination

- 3.1. The Mobility Agreement determines the duration and termination options for the Parties. The following provisions apply in addition.
- 3.2. Either Party shall have the right to terminate the Mobility Agreement in writing with immediate effect without judicial intervention if:
 - 3.2.1. The Sub-Agreement between the Parties has been terminated. If the Customer has concluded multiple Sub-Agreements, the Mobility Agreement will end at the time the last Sub-Agreement ends;
 - 3.2.2. A Party ceases, dissolves or liquidates its profession or business in whole or in part;
 - 3.2.3. A Party has been granted or requested a provisional suspension of payments (or an international equivalent thereof);
 - 3.2.4. Bankruptcy has been requested or declared in respect of a Party;
 - 3.2.5. With respect to a Party, the application of the Natural Persons Debt Restructuring Act (or an international equivalent thereof) has been applied;
- 3.3. In the event of termination pursuant to Articles 3.1 and 3.2, the Parties shall be mutually released from their obligations under the Mobility Agreement effective from the date of termination. Services already performed but not yet invoiced at the time of termination will still be invoiced and must be paid by the Customer. In such cases, the Customer shall not be entitled to any compensation or damages.
- 3.4. Any failure by a Party to comply with one or more provisions of the Mobility Agreement entitles the other Party to terminate the Mobility Agreement in whole or in part, unless the failure, due to its special nature or minor significance, does not justify termination. This authority arises only after the defaulting Party has been given written notice of default, granting it a reasonable period to remedy the failure, and this period has not been used. The reasonable period is, as a starting point, a minimum of two weeks and a maximum of four weeks. The damages suffered by the other Party as a result of the failure must be compensated by the defaulting Party.
- 3.5. In the event of termination, the Parties are mutually released from their obligations under the Mobility Agreement from the date of termination. Services already performed will be reversed. If the service already performed cannot be reversed, compensation must be paid equal to the rates specified in the Mobility Agreement or other agreement.

4. Price and payments

- 4.1. All prices are in euros and are exclusive of sales tax (VAT) and other levies which are or may be imposed by the government.
- 4.2. MoveYou is entitled to invoice periodically and, to the extent agreed upon in the Mobility Agreement, to collect payments by direct debit. Otherwise, the Customer must make payments in euros to MoveYou's bank account, unless otherwise agreed in writing.
- 4.3. MoveYou provides all its offers based on a fixed monthly price, unless otherwise agreed. Upon request, MoveYou will provide the Client with a copy of its internal timesheet for the component not offered at a fixed price.
- 4.4. Customer must provide MoveYou with the Chamber of Commerce registration number (or an international equivalent) and a valid VAT identification number upon request when entering into the Mobility Agreement. Failure to provide this information may prevent MoveYou from carrying out the Mobility Agreement. Suspend mobility agreement.
- 4.5. MoveYou is entitled to adjust its prices once a year in accordance with the Dutch CBS price index services (DPI). Customer will be notified of this in writing without delay. MoveYou is also entitled to adjust the applicable prices and rates in writing and with three months' notice. If Customer in the latter case does not wish to agree to the changes, Customer is entitled to terminate the Mobility Agreement in its entirety or some Sub-Agreements to which the price adjustment relates within thirty days of written notification of the adjustment, effective as of the date on which the adjusted prices and/or rates would have come into effect.
- 4.6. The documents and time registrations administered by MoveYou constitute full proof of the services performed by MoveYou and the amounts owed by the Client, without prejudice to the Client's right to provide evidence to the contrary.
- 4.7. The parties will specify in the Mobility Agreement the date or dates on which MoveYou will invoice the Client for the agreed services. Amounts due will be paid by the Client according to the agreed payment terms and terms, or those stated on the invoice.
- 4.8. The customer is not entitled to offset any amounts owed amounts from the separate Partial Agreements.
- 4.9. If the Customer fails to pay the amounts due or fails to pay them on time, the Customer will owe statutory commercial interest on the outstanding amount, without any notice of default or reminder being required. If the Customer fails to pay the claim after a notice of default or reminder, MoveYou may pass the claim on to a third party. In that case, the Customer will be liable for all judicial and extrajudicial costs, in addition to the total amount due. owed.
- 4.10. If the Customer is in default or in breach of its obligations (in a timely manner), MoveYou has the right to deny the Customer access to MoveYou's services without prior notice.
- 4.11. MoveYou provides its invoices exclusively by email or other digital means. If the Customer wishes to receive an invoice by mail, MoveYou is entitled to charge an additional fee for this service.

5. Confidentiality and secrecy

- 5.1. Parties, including the employee(s) of the Parties or third parties engaged by one of the Parties Parties involved in the implementation of the Mobility Agreement undertake 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 their attention in connection with the Mobility Agreement and that the disclosing Party has designated as confidential or the confidential nature of which the receiving Party could reasonably suspect. The Parties shall restrict access to this confidential information to persons who need it for the (implementation 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 subsequently became so other than through 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 independently developed without using information disclosed by the providing Party;

- 5.2.5. must be made public by law, any regulation or rule of a government-recognized body, or a binding and non-appealable ruling of a court or other government body. If such a situation arises, the Parties will consult in advance to determine whether the scope of the disclosure can be limited to what is strictly necessary.
- 5.3. Each Party is obliged to impose the confidentiality of this article on the employee(s) and/or third party(s) engaged by that Party in the performance of the Mobility Agreement.
- 5.4. Each Party is liable to the other Party for damage caused by a breach of confidentiality by the other Party, by one or more of its employees and/or by third parties engaged by it.
- 6. Data processing and security**
- 6.1. In case Customer has a white label app, both Parties are independently responsible within the meaning of the AVG where User registers directly on MoveYou's Customer Portal. User will be informed prior to registration through the Customer's personalized privacy statement (<https://www.moveyou.com/privacy/>) informed about the processing of personal data and how the User can exercise their rights and indicates upon registration that they have taken note of this information. The basis for processing the data is therefore the execution of the agreement as referred to in Article 6, paragraph 1, sub BAVG in the relationship between both MoveYou and User and MoveYou and Customer.
- 6.2. The Parties acknowledge that they are each fully responsible and accountable for compliance with data protection legislation in relation to their own processing of personal data. The Parties shall enable each other to comply with this requirement, including, if one Party wishes to conduct a data protection impact assessment as referred to in Article 35 of the GDPR, the other Party shall cooperate upon first request.
- 6.3. The parties will consult with each other as soon as possible, but no later than twenty-four hours after discovering a data breach involving data originating from MoveYou or (via) the Customer, regarding the steps to be taken. The parties will support each other in handling GDPR requests from Users.
- 6.4. Data obtained from Users themselves or through other applications of or via MoveYou that the User also uses, will be used as agreed with the User themselves.
- 6.5. Article 82 of the GDPR establishes joint and several liability for both Parties. If one Party is held liable and compensates the full damages, it shall have a right of recourse against the other, but only for that portion of the compensation corresponding to the other's liability that must directly arise from the work or assignment specified in the Mobility Agreement. To determine the extent of mutual liability between the Parties, the work or assignment specified in the Mobility Agreement must also be taken into account. The Parties shall indemnify each other against any damage, loss, or claims from third parties, including Users, arising from a failure by that Party and/or the processor(s) engaged by it to fulfill their obligations or under the GDPR.
- 6.6. If the supervisory authority imposes an administrative fine on one Party pursuant to Article 83 of the GDPR for a breach that falls under the responsibility of the other Party and/or third parties engaged by it, that other Party shall be liable, and the first Party shall be entitled to impose an immediately due contractual fine up to the same amount. This fine shall not be subject to offset or suspension and shall not affect the rights of the Party fined by the supervisory authority to performance and compensation. If both Parties have breached an obligation to which they are subject that has led to the administrative fine and the entire fine is imposed on one Party, the contractual fine, as mentioned above, shall cover that part of the administrative fine corresponding to the breach on the part of the other Party.
- 6.7. If the Customer purchases the technical infrastructure through an API and does not use a white-label app, the User will not be registered on MoveYou's platform, and only transaction data will be processed. To the extent this transaction data is considered personal data, MoveYou will be considered the processor. In that case, in addition to the provisions mentioned in this article, MoveYou will only process this personal data based on any written instructions from the Customer, and the Customer hereby grants MoveYou general consent to the engagement of any subprocessors.
- 7. Right of use**
- 7.1. Customer declares that all data concerning Customer, including but not limited to name, authorized signatories, address details and email details that he provides in the context of the Mobility Agreement are complete, correct and up to date and that he will use MoveYou's services solely for the agreed purpose.
- 7.2. The customer is responsible and liable for the application of the services or data provided by MoveYou.
- 7.3. Rights, including rights of use of the services provided by MoveYou, are transferred to Customer. Once all fees owed by the Customer have been received by MoveYou. If the Parties have agreed to a periodic payment, MoveYou will grant the Customer a right of use under the condition that the Customer fulfills their periodic payment obligation.
- 7.4. Any failure by either Party to comply with any provision of the Mobility Agreement and/or these Terms and Conditions entitles the other Party to suspend its contractual obligations until the defaulting Party properly complies. A failure to comply includes, but is not limited to:
- 7.4.1. The Customer's misuse and/or abuse of any items, products, data, documents, software, data files, 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. MoveYou's failure to meet its obligation to provide the agreed services of the Mobility Agreement in performance thereof to the Customer, without prejudice to the provisions of Article 15.3.
- 7.4.3. the failure by Customer to meet its payment obligation under this Mobility Agreement towards MoveYou.
- 7.5. Suspension is understood to mean in any case, but not exclusively:
- 7.5.1. in the event of a shortcoming by the Customer: MoveYou will retain and/or deny the Customer access to all items, products, data, documents, software, data files and results arising from the Mobility Agreement.
- 7.5.2. in the event of a shortcoming by MoveYou: the suspension by the Customer of the payment of fees owed to MoveYou.
- 8. Risk**
- 8.1. The risk of loss, theft or damage to data, documents, software, data files or information produced or used in the context of the Mobility Agreement shall pass to the Customer at the time when who has been granted the right of use and the actual disposal or has control over this data. If MoveYou has the right of disposal or control, MoveYou bears the risk of loss, theft, or damage.
- 9. Intellectual property rights**
- 9.1. All current and future intellectual property rights relating to the tools, technologies, applications, and activities described in the Mobility Agreement, and to everything created in or related to the execution of these agreements, are and will be vested in MoveYou. MoveYou is considered the creator, designer, or inventor of the works, models, or inventions created under the Mobility Agreement.
- 9.2. During the term of the Mobility Agreement, the Customer will receive only the right of use to that which MoveYou has developed for him or made available to him, as expressly granted in the Mobility Agreement, the Terms and Conditions and by law.
- 9.3. The Mobility Agreement expressly does not transfer any intellectual property rights between the Parties. The Customer is granted a non-transferable, non-exclusive right to use MoveYou's intellectual property.
- 9.4. MoveYou is permitted to implement technical measures to protect its intellectual property and to enforce legal restrictions regarding the duration of the intellectual property as agreed. The Customer is never permitted to remove or circumvent such a technical measure.
- 9.5. Customer is not permitted to decompile, reverse engineer, disassemble or otherwise modify any software or other products, services or processes accessible by or through MoveYou.
- 9.6. MoveYou guarantees that the developed product or service is the intellectual property of MoveYou and does not infringe on

- third-party rights. The Client will notify MoveYou in writing of any third-party claim if the products developed by MoveYou infringe on third-party rights.
- 9.7. The Parties are permitted to use the brand and trade name of the other Party for the purpose of the cooperation, including announcements, advertisements, publicity or other indications to inform Users that (mobility) services of the Parties can be used.
- 10. Obligation to cooperate**
- 10.1. Parties acknowledge that succeeding the goalThe Mobility Agreement is highly dependent on proper and timely cooperation between the Parties. To properly execute the Mobility Agreement, it is essential that the Client provides MoveYou with all data or information deemed useful, necessary, and desirable by MoveYou and provides all necessary cooperation.
- 10.2. The Customer declares that they have sufficient experience and expertise to ensure the proper functioning of MoveYou's applications for their users under normal circumstances. The Customer is responsible for providing qualified personnel.
- 10.3. IfCustomer of MoveYoulf the Party decides to engage third parties, it is the Party that decides to do so that is responsible for ensuring that this third party complies with the provisions relating to the Mobility Agreement, the General Terms and Conditions and other agreements between the Parties.
- 10.4. If the Customer fails to provide MoveYou with the data, documents or other items that it deems useful, necessary or desirable for the performance of the Mobility Agreement, fails to provide them in a timely manner or fails to provide them in accordance with the agreements, MoveYou has the right to suspend the Mobility Agreement for the period during which the Customer fails to fulfil its obligations.
- 11. Delivery times**
- 11.1. All deadlines stated or agreed upon by MoveYou are determined to the best of MoveYou's knowledge and belief, based on the information known to MoveYou at the start of the Mobility Agreement. Unless expressly agreed otherwise in writing, any (interim) delivery dates stated by MoveYou are target dates, and MoveYou will make every effort to meet these dates. An agreed deadline is never final, unless otherwise agreed upon in writing.
- 11.2. Exceeding a target date will never put MoveYou in default. MoveYou is never obligated to pay damages if a so-called deadline is exceeded, unless this has been explicitly agreed upon, or if MoveYou, after proper notice of default and a reasonable period for recovery, has still not delivered after this period has expired. All this is subject to the further provisions of these Terms and Conditions.
- 12. Liability and warranties**
- 12.1. MoveYou's services are provided on an as-is basis.MoveYou does not guarantee that the software to be made available under the Mobility Agreement is always completely error-free and functions without interruptions. MoveYou will endeavor to correct errors in the software without delay and to repair interruptions without delay, if and insofar as the software was developed by MoveYou itself and the relevant defects are known to MoveYou or have been reported to MoveYou in writing by the Customer in detail.
- 12.2. MoveYou's liability for indirect damage is excluded.
- 12.3. Indirect damages include, but are not limited to, consequential damages, lost profits, lost savings, reduced goodwill, damages due to business interruption, damages resulting from claims by the Client's customers, damages related to the use of third-party items, materials, or software prescribed by the Client to MoveYou, and damages related to the engagement of suppliers prescribed by the Client to MoveYou. Indirect damages also include damages due to returns resulting from a bug in the services, the unavailability or defects of the services, or damages due to incorrect information arising from the Client's use of the services.
- 12.4. The exclusions and limitations as described in this article do not affect other liability provisions as mentioned in article 6, exclusions and limitations under these Terms and Conditions.The limitations and exclusions of MoveYou's liability contained in these Terms and Conditions shall lapse if and to the extent that the damage is the result of intent or deliberate recklessness on the part of MoveYou.
- 12.5. Client indemnifies MoveYou against any claims by third parties arising from Client's use of MoveYou's services, without prejudice to direct liability towards End Users as agreed with End User upon registration on the MoveYou Platform.
- 12.6. MoveYou's total liability for any attributable failure to comply with the Mobility Agreement or on any legal grounds whatsoever, including expressly any failure to comply with a warranty obligation agreed with the Customer, isSubject to the provisions of these Terms and Conditions, limited to the amount for which the Mobility Agreement has been concluded. In the event of a continuing 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 will MoveYou's liability for direct damage, on whatever legal basis, exceed EUR500.000. In the event that MoveYou's insurer makes a payment in a specific case, MoveYou's liability will in any case be limited to the amount paid out by its insurer in that case, plus the deductible.
- 12.7. The Customer must report damage to MoveYou in writing as soon as possible to be eligible for compensation. Any right to compensation expires after a period of 1 (one) month after the occurrence of the damage.the claim and/or damage.
- 12.8. The Customer will notify MoveYou in writing within one (1) week of any alleged attributable breach and will grant MoveYou a reasonable period to remedy the breach, with a minimum of two (2) weeks. The Customer will provide MoveYou with a description of the breach that is as complete and detailed as possible, so that MoveYou has the opportunity to respond adequately.
- 12.9. MoveYou ensures the proper functioning of its products and services through quality procedures. However, MoveYou cannot guarantee that delivered items are free of errors, such as bugs. MoveYou is never liable for damages resulting from errors in its software.
- 12.10. The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these Terms and Conditions, also apply for the benefit of all (legal) persons used by MoveYou in the performance of the Mobility Agreement.
- Warranties on equipment and/or other matters
- 12.11. MoveYou will make every effort to repair material and manufacturing defects in the equipment and/or other items sold, as well as in parts delivered under warranty, within a reasonable time, free of charge, provided that these defects are reported to MoveYou in detail within three months of delivery. If, in MoveYou's reasonable opinion, repair is not possible, will take too long, or would entail disproportionately high costs, MoveYou is entitled to replace the equipment and/or items free of charge with other, similar, but not necessarily identical, equipment and/or items. Data conversion required as a result of repair or replacement is not covered by the warranty.All replaced parts become the property of MoveYou.The warranty obligation shall lapse if errors in the equipment, goods or parts are wholly or partly the result of incorrect, careless or unskilled use, of external causes such as fire or water damage, or if the Customer makes or has made changes to the equipment or parts supplied by MoveYou under the warranty without MoveYou's permission.
- 12.12. Any other or further appeal by the Customer to non-conformity of the delivered equipment and/or goods than that provided in Article 12.13 is excluded.
- 12.13. Costs of work and repairs outside the scope of this warranty will be charged by MoveYou to the 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 are reported after the warranty period referred to in Article 12.13 has expired.
- 13. Force majeure**
- 13.1. Neither Party shall be obligated to fulfill any obligation, including any warranty obligation agreed upon between the Parties, if prevented from doing so as a result of force majeure. Force majeure shall also be understood to mean any circumstance beyond the control of the Parties that permanently or temporarily prevents fulfillment of the Mobility Agreement, such as a disruption

of internet or telecommunications facilities, as well as, to the extent not already included, war, threat of war, civil war, riot, strike, pandemic, outbreak (for example: COVID-19, SARS, Avian Influenza, 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 not acting in the exercise of a profession or business, force majeure shall, without prejudice to Article 6:75 of the Dutch Civil Code, in any case be understood to mean any failure by MoveYou to fulfil its obligations under this Mobility Agreement and any unlawful act committed by it which:

13.2.1. is directly or indirectly the result of a shortcoming or unlawful act by an assistant of MoveYou

13.2.2. is directly or indirectly a consequence of a matter 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 shall in any case be understood to mean any failure by MoveYou to fulfil its obligations under this Mobility Agreement and any unlawful act committed by it which 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 MoveYou, at the request or with the consent of the Client, provides work or other services that fall outside the content or scope of the Mobility Agreement, MoveYou will invoice the Client for this work in accordance with the usual rate from MoveYou, 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 that a separate agreement be concluded for this purpose.

14.3. If work as described in this article results in a deadline being exceeded, or has other consequences that affect the performance of the Mobility Agreement, the consequences will be borne by the Client. The request for or performance of additional work is never grounds for termination or cancellation by the Client.

14.4. Additional work will always be charged separately by MoveYou and will never be considered part of the original assignment.

15. Special conditions SaaS Platform

15.1. To the extent necessary for the execution of the Mobility Agreement, MoveYou will provide the Customer with space on its web server according to the specifications in the Mobility Agreement. MoveYou is entitled to implement technical measures to prevent the agreed limits from being exceeded.

15.2. The customer is responsible for the internet access they use. MoveYou does not provide services that provide internet access.

15.3. Despite daily efforts to ensure the SaaS Platform functions without errors, full availability of the platform cannot be guaranteed. Therefore, the services are provided on an obligation to make an effort.

15.4. MoveYou is entitled to continue performing the service with a different version of the software during the term of the Mobility Agreement.

15.5. MoveYou may temporarily disable the service for preventive, corrective, or adaptive maintenance. MoveYou will not allow this maintenance to last longer than necessary and will announce it in a timely manner, where possible.

15.6. If MoveYou is required to perform work in response to an authorised order from a government agency relating to Customer's data, MoveYou will inform Customer of this without delay and charge the costs thereof to Customer.

15.7. The customer is responsible for checking the functioning of the applications.

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

15.9. MoveYou uses third-party services in connection with its cloud services. These third parties can independently block access to the service or terminate it in the event of improper use or abuse. In such cases, MoveYou is never liable for any adverse consequences for the Customer.

16. Development of the applications

16.1. Before concluding the Mobility Agreement, MoveYou will record the specifications of the applications in the Mobility Agreement or quotation.

16.2. If MoveYou provides the design, it will do so based on the intake document provided by MoveYou. MoveYou will conduct a maximum of one round of revisions in consultation with the Client, after which the design will be considered final.

16.3. MoveYou will follow its standard working method, unless otherwise agreed in writing.

16.4. MoveYou may require the Client to approve the graphic design and technical operation of the application before beginning the implementation process. If the Client provides the graphic design itself or has it provided, MoveYou will inform the Client prior to commencing implementation whether the design meets MoveYou's delivery standards. If it does not meet the delivery standards, MoveYou is entitled to invoice the necessary costs separately.

17. Support service

17.1. MoveYou provides support to Customer on the SaaS Platform as agreed in the Xperience Level Agreement (XLA). MoveYou only provides support to Customer and not to Customer's Users, unless explicitly agreed otherwise in writing and the provisions of the last sentence of Article 6.6 remain unaffected.

18. Back-up en recovery

18.1. MoveYou uses Amazon AWS for data storage and backup. The primary purpose of these backups is disaster recovery, and therefore, these backups are not provided to the Customer.

18.2. If guaranteed backups of the Customer's website, applications and data need to be made, agreements regarding this must be recorded in writing.

19. Special conditions API

19.1. Customer shall ensure that he and third parties engaged by Customer for the performance of the Mobility Agreement or through Customer use the API will use the API solely for the specific purpose for which it was provided by MoveYou to Customer.

19.2. The Customer will ensure that they, and any third parties for whom they are legally or contractually responsible, do not misuse the API (directly or indirectly). The Customer will implement the necessary safeguards to this end, such as obligating these third parties to all obligations of the Customer under the Mobility Agreement with MoveYou. Misuse is understood to mean, in any case, any use other than normal use, being the type of use for which the API was developed by MoveYou or the type of use for which the API is reasonably intended.

19.3. The Client will ensure that they, and any third parties for whom they are legally or contractually responsible, do not use the name of MoveYou, its products and/or services in a manner that causes or could cause any form of damage to MoveYou.

19.4. The obligations and limitations stated in this article constitute a warranty obligation with regard to the actions and omissions of the Customer itself, which means that the Customer itself must comply with them in all cases and cannot invoke ignorance, force majeure or any other exclusion of attribution.

19.5. The obligations and restrictions set out in this article constitute a best efforts obligation with respect to the acts and omissions of third parties for whom the Client is legally or contractually responsible, which means that the Client must actively strive to ensure that these third parties comply with the obligations and restrictions and that the Client will do everything in its power to obtain compliance by these third parties. If the required effort has been made but compliance by this third party has not been achieved, the Customer is not liable for any damage suffered by MoveYou as a result, but this does constitute a direct reason for termination for MoveYou. If MoveYou exercises this option, it will not be liable for damages to the Customer and/or third parties.

19.6. MoveYou shall never be liable to Customer for unavailability, interruption or termination of the API gateway, or any other API gateway performance issues:

19.6.1. caused by factors beyond the reasonable control of MoveYou, including but not limited to force majeure, problematic internet



- access or related problems outside the demarcation point of API gateway;
- 19.6.2. that result from voluntary actions or inactions by Customer or a third party for which Customer is legally or contractually responsible (e.g., scaling provisioned capacity, misconfiguring security groups, VPC configurations or credential settings, disabling encryption keys or making encryption keys inaccessible, 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 a right invoked by MoveYou to suspend, dissolve or terminate the Customer's right to use the API Gateway.
- 20. Special conditions for shared transport**
- 20.1. Fines imposed by third parties on MoveYou and any costs that MoveYou must incur as a result of the use and/or actions of Customer and/or User of Customer shall be borne by Customer.
 - 20.2. Customer is liable for damages due to loss, theft and damage.
 - 20.3. The Customer may not make any modifications to the vehicles that cannot be removed without damaging the vehicles. MoveYou may charge the Customer for any costs associated with removal or damage.
 - 20.4. A means of transport may only be used in accordance with its normal purpose and in compliance with all applicable traffic regulations by the registered user.
 - 20.5. The Client is obliged to make its own agreements with the Client's User that are at least equal to what applies to the legal relationship between MoveYou and the Client.
- 21. Transfer of rights and obligations**
- 21.1. 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 Vienna Sales Convention of 1980 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 attempt to submit their dispute to the Stichting Geschillenoplossing Automatisering (Foundation for the Resolution of Automation Disputes) and in that case the parties undertake to attend at least one joint meeting.g.
 - 22.4. Any disputes arising from or related to the Terms and Conditions and the Mobility Agreement will be submitted exclusively to the District Court of Northern Netherlands, Leeuwarden location, unless mandatory jurisdiction rules oppose the jurisdiction of this court.