

GENERAL TERMS AND CONDITIONS

1. **Applicability**
 - 1.1. These General Terms and Conditions (hereinafter: "GTC") apply to all offers and agreements between Moveyou B.V. (hereinafter: "Moveyou") and the Customer. In these GTC, the term Mobility Agreement also includes other (Sub)Agreements, the Xperience Level Agreement (hereinafter: "XLA"), and Appendices between Moveyou and the Customer.
 - 1.2. Deviations and additions are only valid if they have been agreed upon in writing between the Parties in advance.
 - 1.3. If any provision of these General Terms and Conditions is void or annulled, the remaining provisions of these General Terms and Conditions shall remain in full force and effect, and the Parties shall consult with each other to agree on a replacement provision while maintaining its intent.
2. **Offers**
 - 2.1. Offers from Moveyou are without obligation, unless otherwise agreed in writing.
 - 2.2. The customer is responsible for the accuracy and completeness of the information provided by him upon which Moveyou bases its offer.
3. **Duration and termination**
 - 3.1. The Mobility Agreement determines the duration and termination options for the Parties. The provisions set out below apply in addition.
 - 3.2. The parties are entitled to terminate the Mobility Agreement in writing with immediate effect, without judicial intervention, if:
 - 3.2.1. The (last) Sub-Agreement ends.
 - 3.2.2. the other Party ceases, liquidates, enters into a moratorium, or is declared bankrupt.
 - 3.3. Any failure to perform the Mobility Agreement entitles the Other Party to dissolve the Agreement in whole or in part, following prior written notice of default with a reasonable period for rectification of at least two and at most four weeks.
 - 3.4. Upon termination or dissolution, the Parties shall be mutually released from their obligations. Services already performed shall be settled. To the extent that services cannot be undone by their nature, compensation shall be due therefore in accordance with the agreed rates. The Customer shall not be entitled to a refund. The right to compensation for damages shall be governed by the provisions of Article 12.
4. **Prices and payments**
 - 4.1. All prices are exclusive of VAT. Invoicing and payment shall be made in accordance with the Mobility Agreement or the relevant Sub-Agreement.
 - 4.2. Moveyou is entitled to adjust its prices annually based on the CBS Services Price Index (DPI) and, additionally, in the interim, subject to a three-month notice period. If the Customer does not wish to agree to an interim price change, the Customer is entitled to terminate the agreement to which the change relates in writing, effective from the date on which the changed prices take effect.
 - 4.3. Moveyou's records constitute full proof, subject to proof to the contrary. The Customer is not entitled to set-off.
 - 4.4. The Customer must submit objections to invoices in writing and with reasons within 14 days of the invoice date, failing which the invoice will be deemed accepted. Disputing the invoice does not suspend the payment obligation.
 - 4.5. In the event of late payment, the Customer shall automatically owe statutory commercial interest and all (extra)judicial costs shall be for its account. In that case, Moveyou is entitled to suspend the service and/or restrict access to its services.
5. **Confidentiality and secrecy**
 - 5.1. The Parties undertake to maintain the confidentiality of all confidential information received from each other in the context of the Mobility Agreement. Information shall be deemed confidential if it is designated as such or if its confidential nature can reasonably be presumed.
 - 5.2. The obligation of confidentiality does not apply to information that:
 - 5.2.1. is already public or subsequently becomes public without the intervention of the receiving Party;
 - 5.2.2. lawfully obtained from a third party without a duty of confidentiality;
 - 5.2.3. was developed independently without the use of confidential information
 - 5.2.4. must be provided pursuant to laws or regulations;
 - 5.3. The Parties impose this obligation on their employees and engaged third parties. Each Party is liable for any breach of this obligation by its employees and engaged third parties.
 - 5.4. The confidentiality obligation remains in effect even after the termination of the Mobility Agreement.
6. **Data processing and security**
 - 6.1. The parties are each independently responsible for compliance with applicable data protection laws and regulations for their own processing operations.
 - 6.2. If and to the extent that Moveyou processes personal data on behalf of the Customer, Moveyou acts as a processor and processes such data exclusively on the basis of instructions from the Customer. The Customer grants Moveyou general permission to engage sub-processors.
 - 6.3. The parties shall take appropriate technical and organizational measures to protect personal data.
 - 6.4. The parties shall inform each other without delay in the event of a data breach and cooperate in handling it and in response to requests from data subjects.
 - 6.5. If a Party is held liable for damages or an administrative fine arising from a breach for which the other Party is responsible, the former Party shall have a right of recourse against the other Party for the part attributable to that Party. The relevant Party shall indemnify the other Party against claims from third parties, including supervisory authorities, to the extent that these arise from a breach attributable to it.
 - 6.6. The mutual obligation to bear the burden is determined in proportion to the extent to which the breach can be attributed to each of the Parties.
7. **License**
 - 7.1. The Customer is responsible for the accuracy and currency of the data provided by him and uses the services of Moveyou exclusively for the agreed purpose.
 - 7.2. The Customer is solely responsible and liable for the application of the services or data provided by Moveyou.
 - 7.3. Moveyou grants the Customer, for the duration of the Mobility Agreement, a non-exclusive, non-transferable, and non-sublicensable right to use the services, exclusively for its own business purposes and subject to the condition that the Customer fulfills its (payment) obligations.
 - 7.4. The right of use is furthermore subject to the availability of the services as further detailed in the Mobility Agreement, the XLA, and these General Terms and Conditions. Moveyou does not guarantee the uninterrupted or error-free functioning of the services.
 - 7.5. Moveyou is entitled to (temporarily) suspend or restrict the right of use if:
 - 7.5.1. Customer fails to meet his (payment) obligations;
 - 7.5.2. there is use in violation of the Mobility Agreement, these General Terms and Conditions, or applicable laws and regulations;
 - 7.5.3. this is necessary to protect the security, integrity, or continuity of the services or systems of Moveyou or third parties.
 - 7.6. During the period of suspension, the Customer is not entitled to use the services and the payment obligation remains in full force.
 - 7.7. Upon termination of the Mobility Agreement, the right of use lapses by operation of law and the Customer shall cease using the services without delay.
 - 7.8. Moveyou is entitled to monitor the Customer's use of the services, whether or not by means of technical means, and to verify compliance with the Mobility Agreement and these General Terms and Conditions. The Customer shall provide all reasonable cooperation with such an investigation. If Moveyou ascertains a violation, it is entitled to take appropriate measures, including restricting or suspending the right of use and charging any unpaid fees.
8. **Risk and data**
 - 8.1. The risk of loss, theft, or damage to data, data files, and other information that the Customer stores or processes via the services

- within the framework of the Mobility Agreement rests with the Customer, unless and to the extent that the damage is the result of an attributable failure on the part of Moveyou.
- 8.2. Moveyou ensures the storage and security of data in accordance with the provisions of these General Terms and Conditions and the Mobility Agreement, but does not guarantee the prevention of loss or damage to data.
- 8.3. The Customer is responsible for making and storing their own backups, unless expressly agreed otherwise in writing.
- 8.4. If and to the extent that data is under the actual control of Moveyou, Moveyou will endeavor to prevent loss, theft, or damage thereof and, where possible, to repair it.
- 8.5. Upon termination of the Mobility Agreement, Moveyou shall give the Customer the opportunity to export their data for a reasonable period, after which Moveyou is entitled to delete this data, unless a statutory retention obligation applies.
- 9. Intellectual property rights**
- 9.1. All current and future intellectual property rights relating to the software, tools, technologies, applications, and other results of the execution of the Mobility Agreement used and/or developed by Moveyou shall vest exclusively in Moveyou or its licensors.
- 9.2. The Mobility Agreement does not constitute a transfer of any intellectual property right. The Customer acquires exclusively the usage rights as set out in Article 7.
- 9.3. The Customer is not permitted to remove or modify any indication regarding Moveyou's intellectual property rights.
- 9.4. Moveyou is entitled to implement technical measures to protect its intellectual property rights. The Customer is not permitted to remove, circumvent, or modify (or have modified) such measures.
- 9.5. The Customer is not permitted to decompile, reverse engineer, disassemble, or otherwise modify the software or services made available by Moveyou, except to the extent permitted by mandatory law.
- 9.6. The Customer warrants that materials, data, or instructions provided by him to Moveyou do not infringe upon the rights of third parties and indemnifies Moveyou against claims from third parties in this regard.
- 9.7. If and to the extent it is established that services developed by Moveyou infringe upon the intellectual property rights of third parties, Moveyou shall endeavor to keep the use possible for the Customer, for example by modifying the service or obtaining a right of use. If this proves impossible, Moveyou is entitled to terminate the relevant service (partially) without liability for damages. Any liability of Moveyou in connection with such an infringement is subject to the limitations and exclusions of liability as set forth in these General Terms and Conditions.
- 9.8. The parties are mutually entitled to use each other's name, trademark, and trade name to the extent necessary in the context of the execution of the Mobility Agreement.
- 9.9. The foregoing is without prejudice to the Parties' right to make further agreements in the XLA regarding the continuity of services, including escrow arrangements.
- 10. Obligation to cooperate**
- 10.1. The Customer shall provide all cooperation reasonably necessary for the execution of the Mobility Agreement and shall provide all data, information, and materials requested by Moveyou in a timely, complete, and accurate manner.
- 10.2. The Customer guarantees the accuracy and completeness of the data provided by him and is responsible for the use of the services within his organization, including the deployment of sufficient qualified personnel.
- 10.3. If the Customer or Moveyou engages third parties in the execution of the Mobility Agreement, the relevant Party shall ensure that these third parties comply with the obligations under the Mobility Agreement, these General Terms and Conditions, and other agreements.
- 10.4. If the Customer fails to comply with its obligations under this article, Moveyou is entitled to (temporarily) suspend the execution of the Mobility Agreement and/or access to the services. During this suspension, the Customer is not entitled to use the services and the right of use granted in Article 7 is (temporarily) restricted or suspended, without this leading to any liability or obligation to pay damages on the part of Moveyou.
- 10.5. Delays or shortcomings in the execution of the Mobility Agreement resulting from the Customer's failure to comply with, or failure to comply in a timely or correct manner with, the obligations to cooperate shall be entirely for the account and risk of the Customer.
- 11. Delivery times**
- 11.1. All deadlines and delivery dates mentioned or agreed upon by Moveyou are indicative only and are never binding deadlines, unless expressly agreed otherwise in writing.
- 11.2. Moveyou will endeavor to adhere to agreed deadlines and delivery dates as much as possible, but exceeding them does not put Moveyou in default.
- 11.3. Exceeding a deadline does not entitle the Customer to compensation, dissolution, or suspension, unless a firm deadline has been agreed upon in writing and Moveyou, following proper notice of default with a reasonable period for rectification, still fails to perform.
- 11.4. To the extent that the exceeding of deadlines is the result of circumstances for which the Customer is responsible and liable, including failure to comply with the obligations to cooperate in a timely or complete manner, the deadlines shall be automatically extended by the duration of the delay.
- 12. Liability and warranties**
- 12.1. Moveyou's services are provided on an "as is" and "as available" basis. Moveyou ensures the functioning of its services in accordance with its customary quality and management processes, but does not guarantee that the services will function uninterrupted, error-free, or without defects. Moveyou will endeavor to remedy reported defects as soon as possible.
- 12.2. The Customer's rights regarding a failure to perform, including non-conformity within the meaning of Article 7:17 of the Dutch Civil Code, are limited to what is stipulated in the Mobility Agreement and these General Terms and Conditions.
- 12.3. Moveyou is not liable for indirect damages. Indirect damages include, but are not limited to: consequential damages, lost profits, lost savings, reduced goodwill, damage due to business interruption, and damage resulting from third-party claims.
- 12.4. Moveyou's total liability for any attributable failure to perform the Mobility Agreement or on any legal basis whatsoever is limited to the amount paid by the Customer for the relevant Mobility Agreement. In the event of a continuous Mobility Agreement, liability is limited to the amount paid by the Customer in the six (6) months prior to the event causing the damage, with a maximum of EUR 500,000.
- 12.5. If and to the extent that Moveyou's insurer makes a payment, Moveyou's liability is in any event limited to the amount paid out in the case in question, plus the deductible.
- 12.6. The limitations and exclusions of liability included in this article do not apply if and to the extent that the damage is the result of intent or willful recklessness on the part of Moveyou.
- 12.7. The Customer indemnifies Moveyou against claims from third parties arising from the Customer's use of the services, unless such claims are the result of an attributable failure on the part of Moveyou.
- 12.8. Any liability of Moveyou shall arise only if the Customer promptly and properly notifies Moveyou in writing of the default, providing a reasonable period for rectification.
- 12.9. Any claim for compensation shall lapse if it is not submitted in writing to Moveyou within 1 month of its occurrence.
- 12.10. The provisions of this article also apply for the benefit of all (legal) persons used by Moveyou in the execution of the Mobility Agreement.
- 12.11. If Moveyou supplies equipment or other items to Customer, Moveyou will endeavor to repair material and manufacturing defects that become apparent within a period of three (3) months after delivery or to replace the item in question, at Moveyou's option.
- 12.12. The warranty becomes void if defects are the result of incorrect, careless, or unskilled use, external causes, or modifications made without Moveyou's permission.
- 12.13. To the extent that repair or replacement is involved, data conversion and other ancillary work fall outside the warranty and may be charged separately.

- 12.14. Any further warranty or claim for non-conformity is excluded, unless mandatory law opposes this.
- 12.15. After the expiration of the warranty period mentioned in this article, Moveyou is under no obligation to repair or replace defective items, without prejudice to the other provisions of this article.
- 12.16. The remainder of this article applies in full to all claims in connection with delivered equipment or goods.

13. Force majeure

- 13.1. Neither Party shall be obliged to perform any obligation under the Mobility Agreement if it is prevented from doing so as a result of force majeure.
- 13.2. Force majeure is understood to mean any circumstance independent of the will of the Parties that permanently or temporarily prevents performance, including but not limited to disruptions in internet or telecommunication facilities, failure of third-party systems, shortcomings of suppliers, DDoS or other cyberattacks, failure of cloud providers, pandemics, war, strikes, transport problems, fire, and other serious disruptions in the business operations of the Parties or their suppliers.
- 13.3. In the event of force majeure, Moveyou is entitled to suspend its obligations for the duration of the force majeure, without being liable for any compensation.
- 13.4. If a force majeure situation continues for more than thirty (30) days, the Parties are entitled to terminate the Mobility Agreement in whole or in part in writing, without any obligation to pay compensation.
- 13.5. To the extent that Moveyou has already partially fulfilled its obligations or can still fulfill them at the time of the occurrence of force majeure, Moveyou is entitled to invoice the part already delivered or to be delivered separately.

14. Changes and additional work

- 14.1. If, at the request or with the consent of the Customer, Moveyou performs work or other services that fall outside the content or scope of the Mobility Agreement, this constitutes additional work.
- 14.2. Moveyou is entitled to charge for such additional work at the rates applicable at that time. Moveyou will inform the Customer in advance of the financial consequences of the additional work, insofar as this is reasonably possible.
- 14.3. Moveyou is not obliged to agree to requests for changes or additional work and may require that a separate agreement be concluded for this.
- 14.4. Additional work may affect agreed deadlines, delivery dates, and the execution of the Mobility Agreement. Such consequences shall be for the account and risk of the Customer.
- 14.5. The performance of additional work does not constitute grounds for suspension, dissolution, or termination of the Mobility Agreement by the Customer.
- 14.6. Additional work is always invoiced separately and does not form part of the original agreed price, unless expressly agreed otherwise in writing.

15. Special conditions SaaS Platform

- 15.1. To the extent necessary for the execution of the Mobility Agreement, Moveyou makes access to the SaaS Platform available to the Customer in accordance with the specifications included in the Mobility Agreement. Moveyou is entitled to take technical measures to prevent exceeding agreed usage limits.
- 15.2. Moveyou will endeavor to keep the SaaS Platform available, but does not guarantee uninterrupted or error-free availability. The services are provided on the basis of a best-efforts obligation, as further elaborated in the XLA.
- 15.3. Moveyou is entitled to temporarily disable the SaaS Platform or parts thereof for maintenance, modifications, or improvements. Moveyou will, to the extent possible, announce this in advance and limit the duration to what is reasonably necessary.
- 15.4. Moveyou is entitled to modify the functionality or execution of the SaaS Platform during the term of the Mobility Agreement, including the use of new versions of the software, provided that the agreed functionality is essentially retained.
- 15.5. Moveyou uses third parties, including cloud and hosting providers, in the provision of the services. Disruptions, limitations, or termination of services by these third parties may affect the availability of the SaaS Platform. Moveyou is not liable for such

consequences, except insofar as there is intent or willful recklessness.

- 15.6. The Customer is solely responsible for an adequate internet connection and for the use of the SaaS Platform within its organization, including monitoring the functioning of the applications.

- 15.7. If Moveyou is required to perform work pursuant to a valid order from a government authority regarding Customer data, Moveyou is entitled to charge the costs involved to the Customer.

16. Development of the applications

- 16.1. Moveyou will record the specifications of the applications in the Mobility Agreement, quotation, or another written document prior to concluding the Mobility Agreement.
- 16.2. Moveyou will carry out the development in accordance with its usual working methods and standards, unless otherwise agreed in writing.
- 16.3. If Moveyou handles the design, it will do so based on principles provided by it or agreed upon with the Customer. Moveyou is entitled to process a maximum of one round of revisions, after which the design will be considered final.
- 16.4. If the Customer handles the design themselves or has it handled, it must comply with the delivery standards set by Moveyou. If these are not met, Moveyou is entitled to carry out the necessary adjustments and charge the associated costs as additional work.
- 16.5. Moveyou is entitled to require the Customer to approve the design and/or the technical operation of the applications in writing before implementation commences. Upon approval, the design is considered final.
- 16.6. Changes to or additions to the agreed specifications are considered additional work and will be handled in accordance with Article 14.
- 16.7. Moveyou does not guarantee that the developed applications are completely free of errors or function without interruptions. The provisions of Article 12 apply in full to the development and use of the applications.

17. Support service

- 17.1. Moveyou provides the Customer with support regarding the SaaS Platform in accordance with the agreements in the XLA.
- 17.2. Unless expressly agreed otherwise in writing, Moveyou provides support exclusively to the Customer and not to the Customer's end users.
- 17.3. Support requests must be submitted in accordance with the procedures prescribed by Moveyou. Moveyou is not obligated to respond to reports made outside these procedures.
- 17.4. The provisions of these General Terms and Conditions, including Article 12, apply in full to the services and support provided by Moveyou.

18. Back-up and recovery

- 18.1. Moveyou uses backups of data stored within the SaaS Platform, primarily for disaster recovery and service continuity.
- 18.2. Moveyou uses third-party cloud and hosting services, including Amazon Web Services (AWS) or equivalent providers, in the execution of its services.
- 18.3. Backups are not intended as an individual data provision for the Customer and are not made available to the Customer by default.
- 18.4. Moveyou does not guarantee the availability of backups for the recovery of individual data or the complete prevention of data loss.
- 18.5. The Customer is responsible for making and storing their own backups of data, unless expressly agreed otherwise in writing.
- 18.6. If the Customer requires additional backup or recovery facilities, separate agreements must be made regarding this.
- 18.7. The provisions of these General Terms and Conditions, including Article 12, apply in full to backup and recovery.

19. API Special Conditions

- 19.1. The Customer shall use the API exclusively for the purpose for which it has been made available by Moveyou and in accordance with the Mobility Agreement and these General Terms and Conditions.
- 19.2. The Customer is responsible for the use of the API by itself and by third parties who use the API via or on behalf of the Customer. The Customer shall require these third parties to comply with the

relevant provisions of the Mobility Agreement and these General Terms and Conditions.

- 19.3. With regard to the use of the API by the Customer itself, an obligation of result applies. With regard to use by third parties, a best-efforts obligation applies to ensure compliance.
- 19.4. In the event of use in violation of this article, Moveyou is entitled to suspend or terminate access to the API with immediate effect.
- 19.5. The remaining provisions of the Mobility Agreement and these General Terms and Conditions, including the provisions regarding liability, suspension, and availability of services, apply in full to the use of the API.

20. Special conditions Shared Mobility

- 20.1. The Customer is responsible and liable for the use of means of transport by himself and by Users of the Customer.
- 20.2. All fines, costs, and damages arising from the use of means of transport by the Customer or Users of the Customer shall be borne entirely by the Customer.
- 20.3. The Customer is liable for loss, theft, and damage to means of transport, unless caused by intent or willful recklessness on the part of Moveyou.
- 20.4. Means of transport may be used exclusively in accordance with their normal purpose and in compliance with all applicable laws and regulations.
- 20.5. The Customer is not permitted to make modifications to means of transport that cannot be removed without damage. Costs for repair, removal, or damage shall be borne by the Customer.
- 20.6. The Customer is obliged to contractually bind its Users to obligations that are at least equivalent to the obligations under the Mobility Agreement and these General Terms and Conditions.
- 20.7. The other provisions of the Mobility Agreement and these General Terms and Conditions, including the provisions regarding liability and suspension, apply in full to the use of means of transport.

21. Final provisions

- 21.1. The Customer is not entitled to transfer the rights and/or obligations under the Mobility Agreement to third parties without the prior written consent of Moveyou.
- 21.2. Moveyou is entitled to transfer its rights and obligations under the Mobility Agreement to a third party, provided that the continuity of the service remains guaranteed.
- 21.3. The applicability of the Vienna Sales Convention (CISG) is excluded.
- 21.4. All agreements between Moveyou and the Customer are governed exclusively by Dutch law.
- 21.5. The Parties shall endeavor to resolve disputes by mutual consultation in the first instance. If the Parties fail to resolve the dispute by mutual consultation, the dispute may be submitted to the Dutch Foundation for Dispute Resolution in Automation, in which case the Parties undertake to attend at least one joint meeting.
- 21.6. Disputes that cannot be resolved amicably shall be submitted exclusively to the competent court of the District Court of Northern Netherlands, Leeuwarden location, unless mandatory rules of jurisdiction dictate otherwise.