

GENERAL SAAS TERMS AND CONDITIONS "MUTO"

These are the General SaaS Terms and Conditions ("Terms") applicable to the SaaS platform service 'MUTO' (the "Service") offered by XPOfleet B.V., XPOfleethaving its office at Meander 901 (6825 MH), in Arnhem (NL) and registered with the Chamber of Commerce under number 64218295 ("XPOfleet").

XPOfleet is a subsidiary of XPOfleet Belgium BV, having its office in Antwerp, Belgium and registered under number 0464.168.358.

These Terms can also be viewed and downloaded from the website: <www.mutomobility.com> or will be sent upon request.

1. DEFINITIONS

- 1.1 In these Terms, words written with capitals shall have the following meaning:
- 1.1.1 **Account:** the business account of the Customer through which access is gained to and use can be made of the Service.
 - 1.1.2 **Affiliated Administrations ("Companies"):** each sub-administration, business unit or department within the Customer's organisation.
 - 1.1.3 **Business Day:** means any weekday (Monday to Friday), other than a bank holiday or public holiday in the Netherlands;
 - 3.2.1 **Business Hours:** means the hours of 09:00 to 17:00 CET on a Business Day;
 - 1.1.4 **Credentials:** the login credentials such as username and password that the Customer or an authorized User will use to access the Account.
 - 1.1.5 **Customer ("Tenant"):** means the legal person, that has entered into a Subscription with XPOfleet in order to access and make use of the Service.
 - 1.1.6 **Customer Data:** means all data, documents and materials uploaded or transmitted to the Service by the Customer or integrated (via interfaces) with the Service (such as via HR systems and/or lease company systems), as well as data and documents generated as a result of the use of the Service by the Customer (such as traffic fines/penalties).
 - 1.1.7 **Free Subscription:** the free subscription providing a maximum number of Users with access to limited parts of the Service.
 - 1.1.8 **Force Majeure:** means an event, or a series of related events, that is outside the reasonable control of XPOfleet, including but not limited to: i) war, (natural) disasters, explosions, fires, floods, riots and terrorist attacks; ii) governmental measures; iii) sickness, pandemics, epidemics; iv) strike actions and boycotts; v) failures of the Internet or any public telecommunications or data network, failures of cloud providers, electricity failures; vi) hacker attacks, denial of service attacks, virus or other malicious software attacks or infections; vii) non-performance on the part of suppliers that were prescribed by the Customer, non-performance of suppliers of XPOfleet due to force majeure; viii) failures or defects in items, documents, software or (API)integrations of third parties that are used or prescribed by Customer.
 - 1.1.9 **GDPR:** means the European General Data Protection Regulation (EU 2016/679).
 - 1.1.10 **Intellectual Property Rights:** means any and all intellectual property rights, worldwide, whether registered or unregistered, such as but not limited to patent rights, copyrights (including rights in software, source code and object code), database rights, rights in designs, utility models, trademarks, trade and business names and all associated goodwill, rights in or in connection with know-how and trade secrets.
 - 1.1.11 **Service:** the MUTO mobility management platform provided to the Customer 'as a service' and which support the Customer with the administration, management, maintenance and optimisation of all mobility within the Customer's organisation, such as but not limited to vehicles, bicycles, charging stations, public transport subscriptions etcetera.

- 1.1.12 **Subscription:** the type of subscription for making use of the Service, as being offered by XPOfleet at that time.
- 1.1.13 **Subscription request:** the (online) request from a Customer to XPOfleet for obtaining a certain Subscription.
- 1.1.14 **Support:** means support in relation to the use of, and the identification and resolution of errors in the Service;
- 1.1.15 **User:** the end user authorized by the Customer who is actually making use of the Service
- 1.2 Unless the context shows otherwise, the defined concepts in the singular include also the plural and vice versa.
- 1.3 Any reference to the words 'written' or 'in writing' also include email.

2. GENERAL

- 2.1 These Terms apply to all offers and quotes of, Subscriptions, Subscription requests and/or additional agreements with XPOfleet in connection with the use, provision and availability of the Service.
- 2.2 Before being able to access and/or use the Service, the Customer must agree to the applicability of these Terms. These Terms and any additional written agreements (if applicable) constitute the entire agreement between XPOfleet and the Customer regarding the use of and access to the Service, and supersede all prior oral or written agreements between the Customer and XPOfleet regarding the Service (to the extent applicable).
- 2.3 Additions to or deviations from these Terms shall only apply if and where explicitly agreed in writing with XPOfleet.
- 2.4 If any provision of these Terms is held invalid, void or otherwise unenforceable, the enforceability of the remaining provisions of these Terms will not be impaired thereby. In such event, XPOfleet will replace the invalid provision with a provision that is valid and enforceable thereby taking into account the intention of the original provision.
- 2.5 XPOfleet is entitled to unilaterally amend these Terms at any time, by informing the Customer of the amendment, via email or the Account. Non-material, minor changes do not need to be accepted by the Customer. Material changes that (may) impact the Customer must be accepted by the Customer. If the Customer does not wish to accept the amended version of the Terms, the Customer must notify XPOfleet immediately - no later than ten (10) days after the notification - and the Customer's Subscription will be terminated as of the effective date of the new, amended Terms. This means that the Customer will no longer have access to the Account and the Service from that moment on. In any case, a new version of the Terms will apply to new Subscriptions.
- 2.6 These Terms have also been drawn up for the benefit of: (a) all companies which XPOfleet is affiliated with in a group, has or has had a management or cooperation agreement with including their directors and shareholders; (b) all directors, (former) employees and third parties (as well as their heirs) who work/have worked in any way for or were affiliated with or employed by XPOfleet; and (c) all third parties XPOfleet may engage in connection with the provision of the Service. The Terms apply as a third-party clause as referred to in Book 6, Section 253 of the Dutch Civil Code for the benefit of all persons and legal entities referred to in this clause. As a result they are entitled to invoke the respective provisions in these Terms as the occasion arises.

3. SUBSCRIPTION, ACCOUNT AND CREDENTIALS

- 3.1 After XPOfleet has accepted a Subscription request for the Service from Customer, XPOfleet will provide the necessary Credentials to provide the Customer with access to the Service via the Account. Before being able to access and make use of the Account, the Customer must agree to the applicability of these Terms.
- 3.2 A Subscription Request may be refused by XPOfleet at any time to its own discretion. One reason for this may be when XPOfleet suspects fraud or abuse. XPOfleet accepts no liability for such refusal.

- 3.3 A Subscription includes access to the Service for the duration, the maximum number of Users and/or Affiliated Administrations, and the functionalities as offered by XPOfleet at that time, which may also change from time to time.
- 3.4 Within the Subscription, the Customer has the option to allow Affiliated Administrations use the Service as well. The maximum number of Affiliated Administrations that can be registered depends on the type of Subscription taken out by the Customer. An Affiliated Administration that is connected falls under and uses the Customer's Account. The Customer shall not be permitted to grant access to the Account to third parties outside of the connected Affiliated Administrations.
- 3.5 XPOfleet reserves the right to unilaterally modify a Subscription at any time, including but not limited to pricing amendments, changes to the maximum amount of Users and/or Affiliate Administrations and/or adding or removing functionalities as offered under a specific Subscription. In such event, XPOfleet will send the Customer a notification, via email or the Account, at least one (1) month prior to the change. If the Customer does not wish to accept the changes within the Subscription, the Customer must notify XPOfleet immediately - no later than ten (10) days after the notification - which will result in the termination of the Customer's Subscription as of the effective date of the new, modified Subscription. This means that the Customer will no longer have access to the Account or the Service from that moment on.
- 3.6 The Customer is able to apply for a Free Subscription only once. XPOfleet withholds the right to refuse (subsequent) Free Subscriptions to its own discretion.
- 3.7 Any (delivery) dates or timelines specified by XPOfleet shall be established to the best of XPOfleet's knowledge on the basis of the information available to it at the time. Any such (delivery) dates or timelines shall in all cases be target dates and shall not bind XPOfleet in any way.
- 3.8 All information and/or Customer Data provided by the Customer and necessary for the access to and/or use of the Account or the Service must be accurate, complete, and up-to-date at all times. The Customer is responsible for the accuracy and completeness of all provided data, information, and documents, even when provided by employees or other third parties. Requests for changes from the Customer can be made through the Account.
- 3.9 Additionally, the Customer is independently responsible for all activities or actions taken by a User under the Account. If the Customer knows or suspects that unauthorized third parties have gained access to the Credentials and/or the Account, the Customer will immediately notify XPOfleet. The above applies regardless of the Customer's obligation to also take immediate measures to prevent further access, misuse, or loss of data. XPOfleet cannot be held liable for any loss or damage resulting from the Customer or User's failure to maintain the confidentiality or security of the Credentials.
- 3.10 Through the Account, the Customer or the Affiliated Administration can grant one or more Users - within the permitted scope of the Subscription - access to the Service, and such Users are also subject to these Terms.

4. USE OF THE SERVICE

- 4.1 By accepting the Terms, the Customer gains access to the Service. In this context, the Customer obtains a temporary, limited, non-exclusive, and non-transferable right to use the Service within the scope of its Subscription.
- 4.2 The Customer is not permitted to sell, transfer or pledge certain rights and/or obligations related to (the use of) the Service to a third party.
- 4.3 For the proper functioning of the Service, XPOfleet may advise the use of specific hardware, software, and Internet browsers that meet the requirements as prescribed by XPOfleet. The Customer is independently responsible for compliance herewith. XPOfleet will never be liable for any damage or disadvantage resulting from the incompatibility of Customer's hardware or software with the Service.
- 4.4 The Customer warrants and guarantees, directly and indirectly:
 - 4.4.1 not to publish, distribute, (re)sell, lease and/or otherwise copy the Service (or part thereof);
 - 4.4.2 not to modify, decompile, copy, translate or otherwise or reverse engineer the Service (or part thereof);

- 4.4.3 not to hack and/or otherwise obtain unauthorized access to the Service (or part thereof);
 - 4.4.4 not to use the Service to upload or transmit viruses, spyware, Trojan Horses, hoaxes or any other type of malicious or destructive code;
 - 4.4.5 not to use or misuse the Service to infringe, limit or disturb the integrity or capabilities of the Service (or part thereof) and/or to modify or remove Customer Data;
 - 4.4.6 not to use the Service (or part thereof) for any illegal, fraudulent or unauthorized purpose;
 - 4.4.7 not to conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Service;
 - 4.4.8 not to interfere with or circumvent the security features of the Service (or part thereof).
 - 4.4.9 not to infringe or violate third party rights, such as but not limited to third party Intellectual Property or privacy rights;
 - 4.4.10 not to use the Service (or part thereof) for any activity that causes or may cause damage or loss to the Service, XPOfleet, or may affect the availability or accessibility of the Service or part thereof;
 - 4.4.11 not to subject the Service (or part thereof) to a penetration test or other type of audit without first obtaining prior written consent from XPOfleet.
- 4.5 The capacity of the Service is designed for reasonable use by the Customer. The Customer acknowledges and accepts that XPOfleet reserves the right to monitor the use of the Service by the Customer - explicitly including the use by Users - and to assess at its own discretion whether this use is 'reasonable' or in violation of these Terms, in particular the prohibited actions mentioned under this clause 4. If the use of the Service by the Customer - explicitly including the use by a User - does not fall within the framework of 'reasonable use' or is considered in violation of these Terms, XPOfleet may take (temporary) measures to limit or prevent the (adverse) effects of such unauthorized use, including but not limited to (temporarily) blocking or suspending access to the Account and the Service by the Customer and its Users, without prejudice to XPOfleet's right to hold the Customer liable for any damages incurred or suffered as a result of the unauthorized use. XPOfleet is never liable for any potential damage, disadvantage, or loss that a (temporary) blocking or restriction of access to the Account and the Service may have on the Customer.
- 4.6 XPOfleet has no control over, and shall not be liable for: (a) the uploading, transmission and/or sharing of the Customer Data via the API or otherwise; (b) verification and validation of the Customer Data; (c) verification and validation of the (data) outcomes, insights, results and visualisations resulting from the use of the Service by the Customer and/or Users; (d) the access to and use of the Service by the Affiliated Administrations and/or Users; (e) the provision by the Customer of API credentials to third parties.
- 4.7 The Customer shall indemnify and hold XPOfleet harmless from and against any claim, demand, damage, and/or costs (including attorney fees) arising or that may arise from the use or misuse of the Service, or the violation of these Terms, by the Customer and/or a User under the Account.
- 4.8 Upon termination or suspension of access to (parts of) the Service and/or the Account, regardless of the reason, the Customer's right to use the Service ceases immediately and the Subscription and Credentials may be immediately terminated and revoked. Unless otherwise agreed in writing, the Customer shall not be entitled to (pro rata) refund of any fees already paid, compensation or any other form of compensation.
- 4.9 XPOfleet reserves the right to unilaterally modify (parts of) the Service at any time and for any reason, with or without notice (including but not limited to adding or removing certain features or functionality), or to discontinue (parts of) the Service. In the event of such modification or discontinuation, all rights granted to the Customer under these Terms are immediately revoked. XPOfleet shall not be liable for any damage, loss, disadvantage or any other reason towards the Customer, an Affiliated Administration or a third party as a result of such modification or discontinuation of (parts of) the Service.

4.10 The Customer may not sell, transfer or pledge its rights and obligations in connection with the Service to a third party.

5. PRICE AND PAYMENT

5.1 The Customer will pay the prices applicable to the agreed Subscription, as also stipulated within the Account.

5.2 All prices are exclusive of value added tax (VAT) and other levies imposed or to be imposed by the government. All prices are in euros and must be paid in euros, unless explicitly indicated or agreed otherwise by XPOfleet.

5.3 Prices are payable on a monthly basis, in advance. The Customer can pay the fee through the methods as indicated by XPOfleet. Invoices from XPOfleet must be paid by the Customer within a period of fourteen (14) days from the invoice date. If the Customer purchases (onetime) additional services on top of the Subscription, this will be reflected on the invoice.

5.4 The Customer shall never be entitled to suspend any payment or to set off amounts due.

5.5 XPOfleet reserves the right to adjust the applicable prices and rates for Subscriptions and/or additional services periodically, thereby taking into account (amongst others) inflation and added features or functionalities to the Service within the relevant Subscription.

5.6 If the Customer fails to (timely) pay the fees or prices due, XPOfleet is entitled to the statutory commercial interest from the due date of the invoice until the date on which full payment is received by XPOfleet, and without any demand or notice of default being required. In such event, the Customer shall also be obliged to pay all judicial and extrajudicial costs, including all (including legal and collection) costs of third parties, which need to be incurred by XPOfleet as a result of non-compliance with the payment obligations by the Customer. The foregoing shall be without prejudice to XPOfleet's other rights under these Terms and/or the law.

5.7 Should the Customer (continuously and/or structurally) fail to (timely) pay the fees or prices due, XPOfleet is also entitled to immediately suspend access to the Service and the Account (in whole or in part) until all outstanding payments are fully settled by the Customer, without prejudice to XPOfleet's other rights under these Terms and/or the law.

5.8 With regard to the fees and prices due by the Customer, the relevant documents and data from XPOfleet's administration or systems provide full evidence, without prejudice to the Customer's right to provide evidence to the contrary.

6. ADDITIONAL SERVICES AND SUPPORT

6.1 Although XPOfleet undertakes to provide and maintain the Service to the best of its ability, the Service is provided 'AS IS' and 'AS AVAILABLE', without warranty or condition of any kind, explicit or implied, including any warranty of non-infringement and fitness for a particular purpose. XPOfleet does not guarantee that the Service shall at all times function without error or interruption, nor that it will be wholly free from defects, errors and bugs and suitable for the purposes as intended by the Customer.

6.2 XPOfleet constantly strives to resolve any errors or defects in the Service as soon as possible. Support requests can be submitted via email, online chat, or other available communication channels within the Service.

6.3 XPOfleet aims to schedule any maintenance on the Service outside of Business Days and Business Hours as much as possible.

6.4 Any requests from the Customer for additional services, such as but not limited to data migration, configuration assistance, consultancy, training and/or education, will be invoiced to the Customer by XPOfleet in accordance with XPOfleet's applicable fees and rates.

6.5 Where appropriate for the proper performance of Support or additional services, XPOfleet reserves the right to engage affiliates or third parties to carry out (part of) the Support or other services, such as at the discretion of XPOfleet. In this respect, the applicability of articles 7:404, 7:407 paragraph 2, and 7:409 Dutch Civil Code is expressly excluded.

- 6.6 XPOfleet is entitled to cancel an assignment to perform additional services (such as a course or training) at any time on a specific date and time due to urgent reasons (such as illness of the trainer/instructor) by means of a (online/written) notification and/or telephone communication to the Customer. The Customer can only cancel the assignment to perform additional services (such as a course or training) under the obligation of the Customer to pay at least:
- 6.6.1 100% of the invoice amount for the respective assignment when the Customer cancels less than 24 hours prior to the initially agreed date and time; or
 - 6.6.2 50% of the invoice amount for the respective assignment when the Customer cancels between 24 and 72 hours prior to the initially agreed date and time.
- 6.7 XPOfleet will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, but may (temporarily) suspend or restrict the use or availability of the Service or any part thereof at any time as necessary to perform maintenance or implement updates, upgrades, or new releases of the Service. XPOfleet will undertake reasonable efforts to notify the Customer in advance of any (temporary) suspension or restriction. The (temporary) suspension of (parts of) the Service shall never create a claim or right to (damage) compensation or refund for the Customer against XPOfleet.
- 6.8 XPOfleet will handle properly substantiated requests for Support within a reasonable period of time depending on severity and impact. XPOfleet cannot guarantee the accuracy, completeness or timeliness of responses in connection with the Support provided. Unless agreed otherwise in writing, Support will only be provided on Business Days during Business Hours.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in and related to the Service shall exclusively vest in XPOfleet and/or its licensors.
- 7.2 The Customer only acquires those usage rights that are explicitly granted in and in accordance with these Terms. Any other rights are explicitly reserved by XPOfleet.
- 7.3 XPOfleet will be entitled at all times to add or implement technical measures to the Service to protect the Service, including underlying Intellectual Property Rights, against misuse, unauthorised access, also when such measures may lead to a limitation of the use by the Customer. The Customer is prohibited from removing or amending any indications or credits of Intellectual Property Rights or confidentiality from the Service.
- 7.4 The Customer grants XPOfleet a worldwide, perpetual, royalty free, non-exclusive, non-revocable right and license to copy, save, export, modify, translate or otherwise use the Customer Data to the extent reasonably necessary for the provision of the Service and/or the performance of obligations in accordance with these Terms. The Customer acknowledges and accepts that XPOfleet may use the Customer Data uploaded or transmitted to the Service in an anonymized and aggregated form for analysis and benchmarking purposes, improvement of the Service and/or research publications.

8. PERSONAL DATA PROCESSING

- 8.1 XPOfleet processes the personal data of Users in accordance with the GDPR, as also further detailed in its Privacy Policy.
- 8.2 In view of the services provided by XPOfleet it may also be possible that XPOfleet processes personal data upon instruction and for the benefit of the Customer (such as the processing of Support notifications, issuing- and intaking fuel/public transport/mobility cards, processing damage claims and/or maintenance requests with regard to the mobility fleet etc.). In this event, and if no separate data processing agreement has been concluded between XPOfleet and the Customer, the provisions in this clause will constitute as a data processing agreement in accordance with Article 28 paragraph 3 of the GDPR, whereby XPOfleet qualifies as the 'processor' and the Customer as the 'controller'.
- 8.2.1 The processing by XPOfleet will only take place within the scope of XPOfleet's services, which includes hosting, managing and maintaining the Service, providing Support, and for purposes reasonably related to or as further determined with approval of the Customer.

- 8.2.2 XPOfleet has taken adequate technical and organisational measures to protect the personal data against loss or any form of unlawful processing (such as the unauthorised access to or alteration or disclosure of the personal data), thereby taking into account the state of the art and the costs of implementation in relation to the risks and the nature of the personal data to be protected. XPOfleet does not guarantee that the measures will be effective under all circumstances.
- 8.2.3 XPOfleet will process the personal data in countries within the European Economic Area (EEA). To the extent personal data need to be transferred to a country or organisation outside the EEA, the statutory requirements for such transfer will be taken into account.
- 8.2.4 XPOfleet is entitled to engage third parties for the processing of the personal data (i.e. “sub-processors”). XPOfleet will then ensure that these sub-processors are bound by at least the same obligations as agreed under this data processing agreement of Clause 8.2.
- 8.2.5 XPOfleet will keep the personal data confidential and require its employees and any sub-processors or other third parties to also maintain confidentiality.
- 8.2.6 The Customer will at all times be and remain independently responsible for reporting a data breach (which is understood to mean: a breach of the security of personal data, leading to (possible) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of - or access to - personal data, or any indication that such a breach will occur or has occurred) to the relevant supervisory authority and/or data subjects. In order to enable the Customer to comply with this legal obligation, XPOfleet informs the Customer as soon as possible - no later than 72 hours - after discovery of the data breach, stating the following information: a) the nature of the data breach, where possible, including the types of personal data, and categories of data subjects involved; b) the day and time when the data breach was discovered; c) the potential consequences of the data breach; and d) the measures taken or proposed to address the data breach and/or mitigate any adverse effects thereof.
- 8.2.7 In the event a User files a data subject rights request with XPOfleet, XPOfleet will forward such request to the Customer, who will handle the request further. XPOfleet may inform the relevant User thereof.
- 8.2.8 This data processing agreement applies as long as XPOfleet processes personal data on behalf of the Customer in the context of providing the Service and/or related services. When this service delivery ends, for whatever reason and in whatever way, the Customer will instruct XPOfleet in writing to return the personal data to the Customer or to delete it.

9. LIMITATION OF LIABILITY

- 9.1 XPOfleet’s total aggregate liability due to an attributable failure or due to any other legal reason whatsoever, shall be limited to the compensation of direct losses or damages only and not exceeding the amount actually paid out by XPOfleet’s company liability insurance as a result of the claim in question. If XPOfleet’s insurance company does not proceed to a pay-out, regardless of the thereof, the total aggregate liability will in all events be limited to the compensation of direct losses or damages only and not exceeding - the lower amount of - i) the sum of the total prices and fees (excl. VAT) received by XPOfleet from the Customer in the six (6) months prior to occurrence of the damage, or ii) the amount of EUR 25,000 (in words: twenty-five thousand euros).
- 9.2 XPOfleet’s liability for indirect- and/or consequential loss or damage in connection with the use of the Service, including but not limited to: loss of profit, loss of revenues, missed income, missed savings, reduced goodwill, loss or damage due to business stagnation or interruption, is excluded. Also XPOfleet’s liability for the damage, destruction or loss of data, or for the (temporary) unavailability of the Service, is excluded.
- 9.3 The exclusions and restrictions referred to in clause 9.1 to 9.2 will not apply if and to the extent the damage or loss are the result of an intentional act or gross recklessness by XPOfleet.
- 9.4 XPOfleet shall never be liable for the failure to comply with an obligation that is hindered by, or the compensation of damages (incurred by the Customer or any third party) which are the result of Force Majeure.

- 9.5 Except where performance by XPOfleet is permanently impossible, XPOfleet shall only be in default for an attributable failure after it has been given written notice of the default thereby granting XPOfleet with a reasonable term of at least fourteen (14) days to remedy the default. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that XPOfleet has the opportunity to respond adequately.
- 9.6 Claims for damages against XPOfleet shall in any event lapse by the mere expiry of one (1) year after the damage occurred.

10. TERM AND TERMINATION

- 10.1 Unless agreed otherwise in writing between XPOfleet and the Customer, every Subscription for the Service can be terminated for convenience by both Customer or XPOfleet on a monthly basis. Subject to the timely receipt of a written notice of termination in accordance with clause 10.2, the Subscription for the Service will be automatically and tacitly renewed for periods of the same duration, typically one (1) month.
- 10.2 The Customer may terminate the Subscription for the use of the Service by giving XPOfleet timely written notice, thereby taking into account a notice period of at least one (1) calendar month before the expiration of the then current term. A timely termination will result in the closure of the Customer's Account and Affiliated Administrations (if applicable), as of the end date as recorded in XPOfleet's systems. The closure and termination of an Account will also result, where applicable, in the automatic termination of access to the Service for Users authorized by the Customer via that Account.
- 10.3 The Customer also has the option to upgrade a Subscription - including a Free Subscription. This can be executed by the Customer within the Account.
- 10.4 XPOfleet has the right to terminate the Subscription (and thus also the Account) with the Customer in writing and with immediate effect, and without becoming liable towards the Customer, in any of the following events:
 - 10.4.1 the Customer has been declared bankrupt or files for bankruptcy;
 - 10.4.2 the Customer has been granted with a (provisional) suspension of payment of has requested a suspension of payment;
 - 10.4.3 the Customer is structurally unable to pay its fees or other debts when they are due and/or offers creditors a settlement;
 - 10.4.4 the Customer fails to meet one or more material obligations under these Terms, including but not limited to the obligations of Clause 4, and/or payment obligations;
 - 10.4.5 the Customer ceases all (or substantially all of) its business operations.
- 10.5 Upon the (partly) termination, expiration or (temporarily) suspension of the Service under these Terms, regardless of the reason thereof, all usage rights of the Customer - thereby explicitly including Users - shall immediately cease and:
 - 10.5.1 the Customer - thereby explicitly including Users - shall immediately cease and desist the use of the Service;
 - 10.5.2 XPOfleet shall immediately deactivate the Customer's - thereby explicitly including the Users' - access - to the Account and the Service;
 - 10.5.3 XPOfleet shall delete the Customer Data six (6) months after the termination or expiration date, unless a longer retention of certain data is required based upon statutory (retention)obligations;
 - 10.5.4 The Customer shall not be entitled to a (partial) refund of already paid fees for the use of the Subscription, nor shall Customer be entitled to any other form of compensation or damages; and
 - 10.5.5 Any outstanding claims or invoices of XPOfleet at the time of cessation, termination or expiration of the Subscription shall become immediately due and payable.
- 10.6 Rights or obligations arising from these Terms that are intended to remain in effect even after termination or expiration of the Service, shall remain in full force and effect. This will in any case include this provision and clauses 1 (definitions), **Error! Reference source not found.** (general), 7 (intellectual property), **Error! Reference source not found.** (liability), 10.5 (consequences of termination) and 0 (applicable law and disputes).

11. APPLICABLE LAW AND DISPUTES

- 11.1 These Terms and any other agreements or contractual arrangements between XPOfleet and the Customer shall be exclusively governed by the laws of The Netherlands.
- 11.2 Any disputes that may arise between XPOfleet and the Customer from or in connection with these Terms or any related agreements, and which cannot be settled amicably, shall be exclusively brought before the competent courts in The Netherlands - and to the extent legally permitted - exclusively within the district where XPOfleet holds its statutory seat.

Version 1.0 - May 2024