

Master Service Agreement

This Master Service Agreement ("MSA") together with any annexes and including any documents incorporated therein by reference to an URL or otherwise shall apply to and govern any Order Form executed between goUrban e-Mobility GmbH, an Austrian limited liability company, with its registered seat and business address at Lerchenfelder Gürtel 43/6/4, 1160 Vienna, Austria, registered in the Austrian companies register under the number FN 449898 s (hereinafter: "goUrban"), and the Customer (goUrban and the Customer each a "Party" and collectively the "Parties"). This Master Service Agreement together with the respective Order Form shall constitute the entire agreement between the Parties ("Agreement").

§ 1 Definitions

Acceptable Use Policies	mean the Service use policies available at https://fair-use-policy.gourban.co
Affiliates	means entities within the meaning of Article § 189a Z 6 bis 8 UGB (<i>Unternehmensgesetzbuch 2007</i> , Federal Gazette BGBl. Nr 219/1897 as amended) which exist as affiliates when the applicable Order Form comes into force.
Agreement	has the meaning assigned to this term in the preamble.
Calendar Day	means any day (00:00-24:00 CET/CEST) including Saturday, Sunday, a public holiday within the meaning of Sec 1 para 1 Austrian Act on Public Holiday Rest (<i>Feiertagsruhegesetz 1957</i> , Federal Gazette BGBl. Nr. 153/1957 as amended), Good Friday, 24 December, or 31 December.
Customer	means the entity identified in the Order as the "Customer".
Confidential Information	means any information, including but not limited to trade secrets, information of technical, commercial, financial, or organizational nature, know-how, software, or business operations which a Party discloses to the other Party or its Affiliates in relation to the purpose of this Agreement which is marked as confidential or which a reasonable person would consider to be confidential due to the nature of the information or circumstances of its disclosure.

Contact Person means an individual’s name and e-mail address respectively: specified by the Customer in the Order Form and in the case of goUrban communicated to the Customer in writing (e-mail to suffice).

Current goUrban IP has the meaning defined in § 9(1).

Customer Setup Delay has the meaning defined in §5(3).

Data Processing Agreement means an agreement between the Parties governing the processing of personal data in relation to the operations of the Customer by goUrban.

Downtime means the time during which the Service is not available to the Customer or the End Users, cannot be used by the Customer or the End Users, or is noticeably and significantly degraded to the detriment of the Customer or the End Users, but shall not include Maintenance Time, nor any such time of five consecutive minutes or less.

End Users means natural persons being users of Customer’s services based on and/or incorporating the Service (or its part).

Fees mean any fees payable by the Customer to goUrban under the Agreement as consideration for the Service, and additional fees, penalty fees, late payment interest or payments due to goUrban from the Customer.

Future goUrban IP has the meaning defined in § 9(2).

GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended.
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goUrban means goUrban e-Mobility GmbH entering this Agreement as the Service provider.

IoT (plural: IoTs) Internet of Things (IoT) Device for Vehicle Integration: Refers to a network-connected device or system of devices embedded within a vehicle, designed to collect, send, and receive data, and to allow remote monitoring and control of vehicle functions. Such devices utilize standard Internet protocols, sensors, software, and other technologies to interact with external systems, networks, or devices, and may influence or determine the operation, performance, or safety of the vehicle in which they are integrated.

Maintenance Time	means the time during which goUrban undertakes scheduled maintenance, updates, or any other change or improvement to the Service or programs, code, or infrastructure underlying the Service only between 23:00h CET/CEST and 07:00h CET/CEST. The Customer acknowledges that the Service may or may not be available and usable by the Customer during Maintenance Time.
Marketplace Services	mean products or services offered by third parties within the framework of the Service. For the avoidance of doubt, Marketplace Services are not goUrban’s vicarious agents.
Non-goUrban Application	“Non-goUrban Application” means Web-based, mobile, offline, or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace or under similar designation.
Order Form	means an ordering document specifying the purchased Service signed by both Parties. Each Order Form shall be governed by the terms and conditions set out in this MSA.
Party or Parties	means individually or collectively goUrban or the Customer entering into this Agreement.
Purchased Services	Means Services or the number of IoTs that Customer or Customer’s Affiliate purchases under an Order Form
Service	means our Shared Mobility and/or Corporate Fleet software products as service (SaaS) solution provided by goUrban, as specified in the applicable Order Form and according to its description in Table of Service.
Service Level Agreement or SLA	means the agreed level of performance for the Service as specified therein.
Setup Plan	mean lists and descriptions of the setup of the Service by goUrban for the Customer, minimum requirements of the Customer’s technical infrastructure, the minimum required access to the Customer’s infrastructure to be granted to goUrban, and data or assets to be delivered by the Customer to goUrban.
Table of Services	means the table of services and service plans offered by goUrban, including a description of the Service, as specified under the link https://goto.gourban.co/table-of-services ² .

Term	means the entire period during which the Agreement remains in force and effect, including the indefinite period following the Term stated on the Order, pursuant to §11 (3) of this Agreement (if applicable).
Third-Party Services	means any software, components, or services designed, produced, implemented, or commissioned by entities other than goUrban, for example by third parties as service providers to goUrban.
User	means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Customer has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

§ 2 Agreement

- (1) Agreement. This Agreement is composed of:

This Master Service Agreement together with its Annex 1 – Service Level Agreement (provided that a SLA was purchased by the Customer)- and any documents incorporated therein by reference to a URL or otherwise defined in the Order Form.

In case of a conflict between any of the above-mentioned documents, the provisions of the respective Order Form shall take precedence.

- (2) Modifications. goUrban may modify and update content incorporated by way of reference to a website/URL, at its choice and convenience. goUrban shall notify the Customer after such modifications or updates have been effectuated. The modified or updated content incorporated by way of reference to a website/URL shall be deemed accepted by the Customer and shall supersede the previous content, unless the Customer objects, in writing, to the modification or update within 10 (ten) Calendar Days of receipt.
- (3) Entire Agreement. This Master Service Agreement together with its Annexes and the applicable Order Forms constitutes the entire understanding between goUrban and the Customer with respect to the subject matter thereof.

§ 3 Service

- (1) Scope. goUrban provides to the Customer, and the Customer procures from goUrban the Service under the terms and conditions of this Agreement. Any terms and/or conditions proposed by the Customer which conflict with or are in addition to the goUrban's terms and/or conditions shall be void and of no effect unless expressly agreed to in writing by goUrban. Only the description of the Service provided in the Table of Services shall be legally binding.
- (2) Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Purchased Services are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by goUrban regarding future functionality or features.
- (3) License: Subject to §3 (5) a) and b) below, goUrban grants to the Customer a single, non-exclusive, non-transferable, non-assignable, non-sublicensable right to the use the Service limited to the number of IoTs stated in the Order.
 - a) The Customer may use the Service exclusively for its own business operations. Consequently, the Customer shall not grant access to the Service in any form to any third party (e.g. rental, application service providing) except End Users using the Customer's vehicle sharing service and/or entities permitted in the applicable Order Form.
 - b) goUrban grants to the Customer a single, non-exclusive right within the terms of §3 (4) to sublicense the White-Label App (as defined in the Table of Services) to its End Users insofar as this is necessary and appropriate for the use of the Service by the Customer or for the use of the Customer's offer to the End Users.
- (4) Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-goUrban Applications with which Customer uses Services, (c) comply with terms of service of any Non-goUrban Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in goUrban's judgment threatens the security, integrity, or availability of goUrban's services, may result in goUrban's immediate suspension of the Services, however goUrban will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- (5) Usage Restrictions: Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, rent or

lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party service contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of goUrban intellectual property except as permitted under this Agreement, an Order Form, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent, (k) shall not violate goUrban's Acceptable Use Policies, available at <https://fair-use-policy.gourban.co>, when using the Service. In case of any changes to any of the Acceptable Use Policies, the Customer shall be granted a transition period of 30 (thirty) Calendar Days, beginning on the day of publication of the changes to the Acceptable Use Policies. During this transition period, the Customer shall be bound only by goUrban's Acceptable Use Policies as in force before the publication of the changes. goUrban may limit, suspend, or terminate Customer's access to the Service if the Customer violates any of goUrban's Acceptable Use Policies. goUrban shall notify the Customer of any such limit, suspension, or termination in writing. Such limitation, suspension, or termination shall in no case limit, suspend, or waive the Customer's obligation to pay Fees.

- (6) Supplements. This Agreement together with any adjustments, as the case may be, shall apply to any improvements, enhancements, additions (e.g., patches, supplements to the Service documentation), or new versions (update or upgrade) to the Service provided by goUrban, which replace wholly or partly the Service provided earlier.
- (7) Maintenance. goUrban will regularly maintain and update the Service at its own choice and convenience. goUrban may undertake such maintenance or updates at any time and without prior notice if it can reasonably expect such maintenance or updates not to negatively affect the Service. Otherwise, goUrban shall undertake maintenance or updates during Maintenance Time. goUrban shall notify the Customer of any Maintenance Time reasonably in advance, however at least 5 (five) Calendar Days in advance.
- (8) Updates. goUrban may make available to the Customer updates to the Service. The Customer shall install such updates in its infrastructure in a timely manner, however no later than within 5 (five) Calendar Days from receipt of the relevant update. goUrban shall not be liable for any malfunction, Downtime, or damage of the Service or the Customer's technical infrastructure until the Customer fulfills its obligation to install the update as set out above. goUrban will strive to minimize service disruptions in connection with updates and will, to the extent feasible, conduct updates during periods of low system use. However, the Customer acknowledges that some disruptions may be

unavoidable. goUrban will inform the Customer of significant updates and, where appropriate, will seek feedback from the Customer regarding proposed updates to enhance its services. The Customer shall have the opportunity to report any issues with updates and goUrban shall make reasonable efforts to address such issues promptly. However, goUrban is under no obligation to (i) develop and publish updates or new versions for any particular product or (ii) customise updates or new versions to meet the requirements of any particular End-User.

§ 4 Fees and Payment

- (1) Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased and additional actual usage, (ii) payment obligations are non- cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- (2) Invoicing and Payment. Customer will provide goUrban with valid and updated credit card information. If Customer provides credit card information to goUrban, Customer authorizes goUrban to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, goUrban will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 5 (five) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to goUrban and notifying goUrban of any changes to such information.
- (3) Overdue Charges. If any invoiced amount is not received by goUrban by the due date, then without limiting goUrban’s rights or remedies, (a) those charges may accrue late interest in the amount of the interest rate stipulated in § 456 of The Austrian Business Code (*Unternehmensgesetzbuch*) of the outstanding balance per month.
- (4) Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 (thirty) days or more overdue, (or 10 (ten) or more days overdue in the case of amounts Customer has authorized goUrban to charge to Customer’s credit card), goUrban may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, goUrban will give Customer at least 10 days prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.
- (5) Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-

related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the Contact Person designated by Customer.

- (6) Payment Disputes. goUrban will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- (7) Objection. The Customer shall notify goUrban of any objection to an invoice and specify in detail the reasons for such objection within 10 (ten) Calendar Days after receipt of the invoice in writing. Objections raised after this time are void, and the respective invoice shall be deemed accepted by the Customer. The Parties commit to amicably resolving any objection.
- (8) Price Adjustment. goUrban shall be entitled to adjust during the Term the applicable Fees in case of an increase in fees for the Marketplace Services provided by third-party service providers.
- (9) Indexation Clause. The Fees are index-adjusted to the monthly Harmonized Index of Consumer Prices (HICP) of the euro area published by the Statistical Office of the European Union (Eurostat/ESTAT). If this index is no longer published, an index replacing it shall apply. If it is no longer possible to use any index calculation at all, the value-hedged price shall be calculated according to analogous principles as they were last decisive for the index calculation. The starting point for this indexation clause shall be the index figure published for the month in which the Agreement is concluded. The price shall be increased annually with effect from 31. January on the basis of the December index of the previous year compared to the December index of the preceding year, whereby the increase shall only amount to half of the change that has taken place. The new index figure shall form the new basis for the calculation of further changes.

§ 5 Setup

- (1) Setup. goUrban shall perform the setup of the Service as specified in the Setup Plan available at <https://goto.gourban.co/setup-plan>. Setup shall enable the Customer to fully use the Service by the Order Start Date as defined in the Order Form.
- (2) Requirements. The Customer shall fulfill all Customer’s obligations and tasks as well as meet all requirements specified in the Setup Plan and make the best efforts to enable goUrban to effect the setup.
- (3) Setup Delays. The Customer acknowledges that any delays to Setup culpably or inculpably caused by the Customer (including, but not limited to, delays by the Customer to provide data, items, or assets as specified in the Setup Plan; hereinafter: “**Customer Setup Delay**”) disturbs the ordinary course of business of goUrban.

Setup shall be carried out by goUrban on the assumption that the Customer does not use any infrastructure (including but not limited to vehicles, IoT devices, networking devices, backend or frontend software or APIs) novel or unfamiliar to goUrban. goUrban shall inform the Customer without undue delay if the Customer’s infrastructure is considered by goUrban novel or unfamiliar. The Customer accepts that the setup may be delayed by a reasonable time to allow goUrban to

adjust the Service to interact with the unfamiliar or novel infrastructure. Any setup delays due to Customer's unfamiliar or novel infrastructure shall be subject to the provision on Customer Setup Delay.

§ 6 Liability and Warranties

- (1) Warranty. goUrban assumes warranty (*Gewährleistung*) for the Service under this Agreement in accordance with Sec 922 et seq Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*), subject to the conditions set out in this Agreement. Furthermore, goUrban warrants that the contractual use of the Service by the Customer does not infringe any rights of third parties.
- (2) Limitation of Warranty/Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE. HOWEVER, IN ANY CASE, THE TOTAL AMOUNT OF GOURBAN'S LIABILITY IS LIMITED WITH ITS RESPECTIVE INSURANCE LIABILITY SUM.

FURTHERMORE, THE PARTIES EXPRESSLY AGREE THAT ANY RIGHTS OR CLAIMS UNDER § 933B OF THE AUSTRIAN CIVIL CODE (*ALLGEMEINES BÜRGERLICHES GESETZBUCH*), – DEALER RECOURSE – ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW. THE CUSTOMER WAIVES ANY RECOURSE CLAIMS AGAINST GOURBAN UNDER THE SAID PROVISION AND ACKNOWLEDGES THAT THIS WAIVER IS REFLECTED IN THE PRICING OF THE SERVICES/PRODUCTS PROVIDED UNDER THIS AGREEMENT. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS NOT UNFAIRLY DISADVANTAGED BY THIS EXCLUSION.

THE PARTIES AGREE THAT ANY AND ALL WARRANTY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PRODUCTS PROVIDED HEREUNDER MUST BE BROUGHT BEFORE THE COMPETENT COURT WITHIN 1 (ONE) YEAR OF THE DATE ON WHICH THE CLAIM AROSE. ANY WARRANTY CLAIMS NOT BROUGHT WITHIN THIS 1 (ONE) YEAR PERIOD SHALL BE DEEMED IRREVOCABLY WAIVED, RELEASED, AND EXPIRED.

NOTWITHSTANDING THE FOREGOING PROVISIONS, THE PARTIES EXPRESSLY AGREE THAT GOURBAN SHALL HAVE NO OBLIGATION TO PROVIDE UPDATES, UPGRADES, ENHANCEMENTS, MODIFICATIONS, OR NEW RELEASES ("*UPDATES*") OF THE SOFTWARE/PRODUCT/SERVICE PROVIDED UNDER THIS AGREEMENT UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING.

NOTWITHSTANDING THE FOREGOING PROVISIONS, GOURBAN SHALL BE LIABLE TO THE CUSTOMER FOR DAMAGES – WITH THE EXCEPTION OF PERSONAL INJURY – ONLY IN THE CASE OF GROSS NEGLIGENCE (INTENTION OR GROSS NEGLIGENCE). THIS APPLIES *MUTATIS MUTANDIS* ALSO FOR DAMAGES RESULTING FROM THIRD PARTIES ENGAGED BY GOURBAN. CLAIMS FOR DAMAGES BY THE CUSTOMER MAY ONLY BE ASSERTED IN COURT WITHIN 1 (ONE) YEAR OF KNOWLEDGE OF THE

DAMAGE AND THE DAMAGING PARTY, AFTER THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, IN ANY CASE, IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVE THAT THE DAMAGE IS ATTRIBUTABLE TO A FAULT BY GOURBAN.

MOREOVER, GOURBAN SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS, NON-FUNCTIONING, UNAVAILABILITY, OR IMPAIRMENT OF THE SERVICES OR PROGRAMS ARISING DIRECTLY OR INDIRECTLY OUT OF ANY SUCH MAINTENANCE ACTIVITIES DURING THE COMMUNICATED MAINTENANCE TIME. IT IS THE CUSTOMER'S RESPONSIBILITY TO MAKE NECESSARY ARRANGEMENTS TO MITIGATE ANY POTENTIAL IMPACT ON ITS OPERATIONS DUE TO THE NON-AVAILABILITY OF THE SERVICES OR PROGRAMS DURING THE MAINTENANCE PERIOD.

- (3) Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- (4) No liability for Marketplace Services. The Customer acknowledges that the Service may facilitate the use of services offered to the Customer by third parties in the form of Marketplace Services. goUrban does not assume any warranty or liability for Marketplace Services.

§ 7 Intellectual Property Rights

- (1) Current goUrban IP. The Parties record that goUrban is the sole owner of all works, documents, concepts, ideas, computer programs and code, software, and other developments in connection with the Service, irrespective of whether they are or can be legally protected and including any modifications of the Service by the Customer ("**Current goUrban IP**"). The Customer is permitted to use the Service for the Term of the applicable Order as set out therein. Under no circumstances shall the Customer acquire any rights of any nature in relation to the Current goUrban IP beyond the scope and Term of the applicable Order.
- (2) Future goUrban IP. Any works, documents, concepts, ideas, computer programs and code, software, and other developments which may be created by either of the Parties during the Term of the applicable Order in connection with or for use with or by the Service shall transfer into the sole ownership of goUrban ("**Future goUrban IP**", together with Current goUrban IP "**goUrban IP**") without consideration.
- (3) Consent Obligation. The Customer may not use goUrban IP for any purposes other than those permitted under this Agreement and the applicable Order. Any use of goUrban IP beyond the above-permitted scope requires the prior written consent of goUrban.
- (4) Misuse Prevention. The Customer will carefully use goUrban IP and take appropriate measures to

prevent misuse of goUrban IP, in particular unauthorized duplication, or use. The Customer will ensure that access authorizations to goUrban IP are protected against unauthorized access or use, that the authorization to use goUrban IP is defined by technical measures and that each device which may retrieve goUrban IP is secured against unauthorized duplication or use. The Customer shall take any reasonable precautions to prevent malfunctions of, or damage to, goUrban IP. The Customer shall fully indemnify and hold harmless goUrban for any damages (including malfunctions) caused by the Customer regardless of the degree of culpability of the Customer.

- (5) Continued use of goUrban IP. goUrban shall take commercially reasonable measures to enable the Customer to continue the use of any goUrban IP essentially and directly necessary for the use of the Service (source or machine code of the software of the Service) if goUrban ceases its business completely and without any legal successor. For this purpose, the Parties may enter into a separate written agreement. Such an agreement may in particular cover escrow arrangements for the source or machine code escrow of the software of the Service. In any case, such agreement shall refer to this Agreement as the basis of that agreement and shall incorporate all provisions of this Agreement and the applicable Order(s). In any case, the Customer shall bear all costs of all parties in relation to the drafting and execution of such an agreement. Any refusal to enter into such an agreement does not constitute good cause for termination of the Agreement within the meaning of §11 (4). The Parties note that such an agreement shall not compromise any duties of goUrban under insolvency or restructuring laws.
- (6) Customer IP. The Parties record that, upon conclusion of the applicable Order, the Customer grants to goUrban and its Affiliates a worldwide, non-exclusive, non-sublicensable right to use the Customer's intellectual property (including but not limited to copyright and ancillary rights, trademark, design, patent, or similar intellectual property rights) only for and only to the extent necessary for the provision of the Service by goUrban. Under no circumstances does goUrban acquire any rights of any nature in relation to the Customer's intellectual property beyond the scope and Term of the Agreement.
- (7) Customer Data. The Parties note that the Customer generates certain data through the use of the Service (including but not limited to data related to vehicles, booking, and invoicing). Subject to the provisions of paras (1) to (4), the Customer retains all rights to such data at all times, including beyond the Term of the applicable Order. The Customer grants goUrban a worldwide, non-exclusive, non-sublicensable right to use this data for the operation of the Service as well as the development and improvement of goUrban's services. goUrban will make available to the Customer methods to access to this data. Depending on the chosen method to access the data, the Customer may be required to pay an extra charge. The Customer may request a copy of this data after the termination of the applicable Order via email to support@gourban.co. In that case, and excepting data subject to statutory preservation duties, goUrban does not assume any liability that the data requested is still available, complete, or correct. Any provisions of the present paragraph are subject to the provisions of the Data Processing Agreement.
- (8) Third-Party IP. The Service may include, embed, integrate, or use, integrally or ancillary, third-party software or other intellectual property of third parties. Subject to § 7(1) and § 7 (2) (b), the Parties acknowledge that the Service might contain such third-party IP, and that such third-party IP may be subject to additional terms and conditions. To the extent such third-party IP is subject to open-source

licenses obligating goUrban to make the source code for such IP available, goUrban shall make such source code portions available to the Customer upon request. Subject to the terms of any applicable third-party licenses, third-party IP is licensed solely for use as embedded or integrated with the Product or Cloud Services.

- (9) Publicity. Subject to prior reasonable notice in writing goUrban may during the Term of the applicable Order identify the Customer by name, logo or trademark as goUrban's Customer on its website or any other marketing materials unless the Customer objects in writing (e-mail to suffice) within 5 (five) Calendar Days from such notice. Marketing materials shall include but are not limited to brochures, e-mails, press releases, videos, pictures, newspapers, social media, internet websites or any other promotional or advertising materials (whether tangible or not). Any goodwill arising from the use of Customer's name, logo and/or trademark will inure to the benefit of Customer.

§ 8 Confidentiality and Data Protection

- (1) Confidentiality. The Parties shall treat Confidential Information confidential and not disclose Confidential Information without the disclosing Party's prior consent to any third party except as set out in § 10 (2) for an unlimited period of time all knowledge of confidential information and trade secrets of the other Party obtained in the course of the initiation and performance of this Agreement and any Orders and to use it only for the purposes of the performance of this Agreement.
- (2) Access Restrictions. Confidential Information may be made accessible to either Parties' employees, Affiliates, subcontractors, or professional advisors only to the extent necessary for each Party to fulfill the obligations under the Agreement (need-to-know- basis) and provided that such persons are bound to confidentiality obligations not less stringent than set out in this Agreement. Each Party shall be fully liable for any damages resulting from any acts and omissions of the above recipients in relation to Confidential Information.
- (3) Exceptions. The confidentiality obligations shall not apply to Confidential Information that was:
- a) in the public domain already at the time of its disclosure by the disclosing Party;
 - b) entered into the public domain after its disclosure by the disclosing Party to the receiving Party through no fault of the receiving Party;
 - c) disclosed to a Party by a third party after its disclosure by the other Party to that or any other third party in a lawful manner that did not contravene confidentiality obligations of the disclosing third party or the receiving Party;
 - d) independently developed by the receiving Party without the use of the disclosing Party's Confidential Information;
 - e) required to be disclosed by law, governmental or court order, provided that the disclosing Party promptly notifies the other Party and assists the other Party in defending against such order; or
 - f) disclosed by a Party that was permitted to use or disclose Confidential Information

under mandatory legal provisions or under this Agreement.

- (4) Data Protection. goUrban shall comply with the provisions of data protection law, in particular when access is granted to personal data in relation to the operations of the Customer.
- (5) Data Processing Agreement. The Parties record that it is necessary for goUrban, for the provision of the Service, to process certain personal data in relation to the operations of the Customer. To this end, the Parties conclude the data processing agreement as set out in the Data Processing Agreement. The Data Processing Agreement shall ensure that all relevant data protection regulations and requirements set by the GDPR are adequately observed, especially Art 28 para 3 GDPR.

§9 Term and Termination

- (1) Term of the Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- (2) Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 120 (one hundred twenty) days before the end of the relevant subscription term.
- (3) Extraordinary termination.
 - a) Either Party may extraordinarily terminate this Agreement at any time for a good cause, whereas in particular the following circumstances shall be considered good cause under this Agreement:
 - i. material breach of obligations by a Party (including third parties acting as vicarious agents within the meaning of Sec 1313a Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*) of a Party) under this Agreement;
 - ii. Customer's failure to pay fees due according to this Agreement;
 - iii. unauthorized publication or sharing of Confidential Information by a Party;
 - iv. commitment of unlawful acts by a Party.
 - b) In cases of §9(3) lit (i) or (ii) the aggrieved Party shall notify the other Party of the grievance and grant the other Party a reasonable term to remedy the grievance. If the grievance is not remedied at the expiration of the term, the aggrieved party shall be entitled to extraordinarily the Agreement at any time and without further notice.
 - c) In the cases of §9(3) lit (iii) to (v), the aggrieved Party shall be entitled to extraordinarily terminate this Agreement upon 30 (thirty) days written notice to the other party.
 - d) Action or inaction by any third party not being an agent (Sec 1313a Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*) of goUrban which limits or prevents the use of the Service by the Customer shall not be considered good cause within the meaning of

§9(3) a).

§10 Miscellaneous

- (1) Notices. Unless specifically agreed otherwise, notices of any kind and any content under this Agreement shall be given in writing to the Contact Person of the respective other party. Any termination notices by the Customer shall exclusively be served to legal@gourban.co. "Writing" shall include text by registered mail, courier service, or e-mail. Either Party may unilaterally change its contact details (goUrban or Customer Contact) and shall notify the other Party of such change with reference to this specific clause.
- (2) Written Form. Subject to §2 (2), any amendments or modifications to this Agreement shall not be valid unless made in writing upon mutual consent of the authorized representatives of either Party. The requirement of the written form can only be waived in writing.
- (3) Severability Clause. Should one or more of the provisions or any part of a provision of this Agreement be or become void, illegal, or unenforceable, then the validity, legality, or non-enforceability of the remaining provisions of this Agreement shall not be affected thereby and the Parties shall use reasonable efforts to agree upon a new provision which shall, as closely as possible, have the same commercial effect, meaning and spirit as the ineffective provision and the purpose of this Agreement. To the extent permitted by applicable law, each Party waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.
- (4) No Waiver. Any failure or delay by a Party in (partially) exercising any right under this Agreement as well as any (partial) omission of or delay in making a complaint relating to a violation of provisions under this Agreement by a Party shall not be interpreted as a waiver of such Party's rights under this Agreement, nor shall it preclude any further exercise of any such rights. Any waiver of a right shall be explicitly expressed in writing. If there has been an express written waiver of a right following a specific failure by a Party, such waiver cannot be invoked by the other Party in favor of a new failure.
- (5) Applicable Law. This Agreement as well as the relationships between the Parties (insofar as they relate directly or indirectly to this Agreement), shall be governed by the laws of the Republic of Austria, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of the performance of all applicable Orders is Vienna.
- (6) Jurisdiction. All disputes arising from this Agreement or relating to their breach, dissolution or invalidity shall be settled exclusively before the competent court in Vienna, Austria having jurisdiction for commercial disputes.
- (7) Costs. Each Party shall bear the costs of its legal advisors.