TAURO office center, Teleportboulevard 110, 1043EJ Amsterdam, the Netherlands

TransFollow Terms and Conditions: overview of the applicable Terms

Version [1.0] - [19.11.2026]

Two separate sets of Terms

This document brings together the two sets of terms and conditions that TransFollow B.V. (Chamber of Commerce no. 27168771) publishes. Both sets are published in one document on the website because they apply side by side: the April 2024 Terms (Part B) continue to govern existing agreements that refer to them, while the Terms v 1.1 (Part A) apply to new registrations and agreements and to End Users who accept them.

One document lets every End User see which set applies to it and find that set in one place. They are two separate sets, reproduced unchanged. They have not been merged: each Part is a complete set on its own, and no provision of one Part applies to or amends the other. References to articles, clauses, schedules and defined terms within a Part are to that Part only. This introduction is not part of either set of Terms and does not amend them.

Which Part applies

Part	Title and version	Applies to
Part A	TransFollow Terms and Conditions (TransFollow Portal and TransFollow Drive), v 1.1 [12.11.2026]	End Users acting in the course of a trade, business, craft or profession who register for an Account for the Portal and the Drive, and agreements concluded, from [11.09.2026], and End Users holding an Account who have accepted these Terms, including for the acts of their Authorised Users. The Mobile Application Addendum (Annex 1) applies to any person who downloads, installs or uses the Drive, whether or not that person holds an Account.
Part B	Terms and Conditions TransFollow Platform, TransFollow Portal, TransFollow Drive, Version April 2024	Agreements concluded before [11.09.2026] that refer to the April 2024 Terms (TransFollow Platform, Portal and Drive), until the End User has accepted Part A. Part B continues to apply to access to the Platform via an End User Extension (API connection, API Key) unless a signed agreement provides otherwise.
Signed agreement	An agreement signed with TransFollow, for example a EUSLA, TFEUSLA, TFPSLA or TFDA	Customers who have a signed agreement with TransFollow are governed by that agreement. Part A does not apply to API connections.

TAURO office center, Teleportboulevard 110, 1043EJ Amsterdam, the Netherlands

Name used in Part B

Notice: Part B was published under the name Viaservice. Viaservice B.V. is now named TransFollow B.V. (Chamber of Commerce no. 27168771), with effect from [12.06.2026]. References to Viaservice in Part B are to TransFollow B.V.

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Part A TransFollow Terms and Conditions (TransFollow Portal and TransFollow Drive), v 1.1 [12.11.2026], with Annex 1 (Mobile Application Addendum)

Part B Terms and Conditions TransFollow Platform, TransFollow Portal, TransFollow Drive, Version October 2025, with Schedule 1 and Schedule 2

Part A

TransFollow TERMS AND CONDITIONS

TRANSFOLLOW PORTAL, TRANSFOLLOW DRIVE

(Version 1.1 ***12.11.2026****)*

E info@TransFollow.org
0031 88011 3000
W www.TransFollow.com

IBAN NL98 RABO 0310 7776 58
BIC RABONL2U
VAT NL 8068.74.442.B.01
CoC 27168771

for IT, Telecom, Internet, and Office companies (ICT Office), registered with the Chamber of Commerce for Midden-Nederland under Trade Register number 30174840, are applicable to all of our activities.

TRANSFOLLOW TERMS AND CONDITIONS
(TransFollow Portal and TransFollow Drive)

(Version: v 1.1 12.11.2026)

Scope: These Terms govern the use of the TransFollow Portal and the TransFollow Drive by End Users who hold an Account. The use of the Drive by persons who do not hold an Account is governed by the Mobile Application Addendum set out in Annex 1.

1.. Applicability and Definitions

1.1 These Terms apply to the use of the TransFollow Portal, the TransFollow Drive and the Services by an End User holding an Account. These Terms apply only to End Users acting in the course of a trade, business, craft or profession; the Portal and the Drive are not offered to consumers.If the End User uses the Portal, the Drive or the Services on behalf of an organization, the End User agrees to these Terms for that organization and warrants that it has authority to bind that organization. Authorised Users are not parties to these Terms.

1.2 ***Capitalized terms*** used in these Terms have the following meanings:

*"**Account**"*: a collection of data that allows the End User to access the Portal, the Drive and the Services.

*"**Credit**"*: means a token issued by TransFollow, used to activate an e-Waybill or to use other digital services provided by TransFollow via the Portal or the Drive.

*"**Data Protection Laws**"*: (a) Regulation (EU) 2016/679 (GDPR) together with any national implementing laws in any Member State of the European Union, and (b) the Swiss Federal Act on Data Protection (SR 235.1) together with any other Swiss data-protection legislation, each as applicable and as amended.

*"**Drive**"*: the TransFollow Drive mobile application(s) made available by TransFollow.

*"**End User**"*: the person that has accepted these Terms and holds an Account, and on whose behalf the Portal, the Drive or the Services are used.

"Authorised User": any natural person who accesses the Portal, the Drive or the Services under an End User's Account, or by means of an access code, link or QR code issued under an End User's Account, without holding an Account of their own, irrespective of the person through whom that access was obtained. "Parties": TransFollow and the End User. "Documentation": the user documentation for the Portal and the Drive published on the Website.

*"**e-Waybill**"*: an electronic consignment note (e-CMR) or waybill for transport of goods, or a related document such as a proof of delivery, issued and signed via the Portal or the Drive.

*"**In Writing**"*: in paper or electronic form (including email).

*"**Intellectual Property**"*: all rights, title and interest in and to the Portal, the Drive, any related software, information, documents and services, as well as trade names, trademarks, logos and distinctive signs owned by or licensed to TransFollow.

*"**Logistical Data**"*: data relating to a transport operation that is created, exchanged or stored via the Portal or the Drive, including data contained in e-Waybills and proofs of delivery.

*"**Personal Data**"*: any information relating to an identified or identifiable natural person, as defined in the GDPR.

*"**Platform**"*: the TransFollow Platform owned and operated by TransFollow, of which the Portal and the Drive form part.

*"**Portal**"*: the TransFollow Portal made available by TransFollow as a web application.

*"**Products**"*: the digital products purchased via the Portal or the Drive, including Credits and any related services.

*"**Services**"*: the services provided by TransFollow via the Portal and the Drive, including the creation, exchange, digital signature and storage of e-Waybills.

*"**Storage Services**"*: the storage services for Logistical Data described in Article 7.

*"**TransFollow**"*: TransFollow B.V., having its registered office at Tauro Office Building, Teleportboulevard 110, 1043 EJ Amsterdam, The Netherlands, registered with the Dutch Chamber of Commerce under number 27168771.

*"**Website**"*: www.TransFollow.com.

2.. Ownership of the Portal and the Drive

TransFollow retains all rights, title and interest in and to the Portal, the Drive and the Intellectual Property. Nothing in these Terms transfers any ownership right in the Intellectual Property to the End User.

3.. License

3.1 License grant. Subject to these Terms, TransFollow grants the End User a limited, non-exclusive, revocable, non-transferable, non-sublicensable and non-assignable licence to access and use the Portal and the Drive with an Account, solely for the use of the Products and the Services for the End User's own purposes.

3.2 Acceptance. The licence is subject to the End User's prior acceptance of these Terms and to TransFollow's confirmation of acceptance of the End User.

3.3 Restrictions. The End User shall not, and shall ensure that its Authorised Users and any third party do not:

- decompile, reverse engineer, disassemble, decode, adapt or otherwise attempt to derive or gain access to the source code of the Portal, the Drive or any related software;

- copy, modify, decrypt or create derivative works or improvements of the Portal, the Drive or any related software;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available to any person the Portal, the Drive or any related software;
- use the Portal, the Drive or the Services in a way that violates applicable laws or regulations, infringes the rights of third parties, or jeopardizes the security or functioning of the Portal, the Drive or third-party systems;
- disable, hack or otherwise interfere with any security, digital signing, verification or authentication mechanism of the Portal or the Drive;
- remove or alter any copyright, trademark, trade name or other intellectual property notices;
- create the impression in communications to third parties that the End User is affiliated with TransFollow or the Platform, except where expressly authorized In Writing by TransFollow.

4.. Account

4.1 Registration. Access to the Portal and the Drive requires the End User to create an Account. An Authorised User may access a specific e-Waybill without creating an Account, by means of an access code, link or QR code issued under the End User's Account.The End User shall provide accurate, current and complete information during registration and shall keep that information up to date.

4.2 Account security. The End User is responsible for safeguarding the credentials used to access its Account and for all activity that occurs under its Account. The End User shall promptly notify TransFollow of any unauthorized use of its Account or any other breach of security.

4.3 Account Information. TransFollow may collect and process Account-related information, including the End User's name, business contact details, login identifiers and use of the Services, for the purposes of providing the Services and as further described in the TransFollow privacy statement published on the Website.

4.4 Authorised Users. The End User shall ensure that each Authorised User complies with these Terms. The End User is responsible for the acts and omissions of its Authorised Users as if they were its own, at every level of the transport chain and irrespective of the person through whom access was obtained. The End User shall be able to revoke any access issued under its Account and shall do so without undue delay upon TransFollow's reasoned request.

5.. Orders, Pricing and Payment

5.1 Orders. Any purchase of Products via the Portal or the Drive is subject to acceptance of these Terms. Products are sold and invoiced based on the number of Products ordered and paid for.

5.2 Pricing. The price of the Products (the "Product Price") is the price set out on the Portal, the Drive or the Website. Product Prices are in Euro and exclusive of VAT and any other applicable taxes. TransFollow may amend the Product Price at any time, and the new Product Price takes effect upon publication on the Portal, the Drive or the Website. The Product Price applicable to an order is the price published at the time the order is placed..

5.3 Payment. Payment is due on the date of the order, by immediate debit of the credit card or other payment method registered by the End User. TransFollow shall issue an invoice following delivery of the Products. If the End User disputes any invoice, it shall notify TransFollow In Writing within fifteen (15) days of the invoice date, specifying the grounds of the dispute, and the Parties shall negotiate in good faith to resolve it.

6.. Availability, Maintenance and Updates

6.1 Availability. TransFollow uses reasonable endeavours to keep the Portal and the Drive available continuously, subject to maintenance and unforeseen interruptions.

6.2 Maintenance. TransFollow may temporarily suspend the Portal or the Drive for maintenance, adjustment or improvement. TransFollow shall use commercially reasonable efforts to minimize impact on End Users and shall give advance notice of scheduled maintenance where practicable. TransFollow is not liable for any loss arising from scheduled maintenance carried out in accordance with this Article.

6.3 Updates and upgrades. TransFollow may update or upgrade the Portal and the Drive from time to time to preserve or enhance compatibility, security or functionality, or to resolve bugs or other issues. Any intellectual property created in connection with an update or upgrade is owned by TransFollow.

7.. Storage Services

7.1 Free Storage Period. TransFollow offers storage of up to two (2) MB per issued e-Waybill of the End User's Logistical Data, free of charge for a period of seven (7) years from the day of creation of each e-Waybill (the "Free Storage Period"). During and, where applicable, after the Free Storage Period, the End User retains access to its Logistical Data via the Portal or the Drive.

7.2 Continued storage. After the Free Storage Period, the End User may request continued storage via the Portal or the Drive. Such continued storage is subject to acceptance of the then-applicable conditions and to payment of the price published by TransFollow for each twelve (12)-month period.

7.3 End User backup responsibility. The End User is responsible for saving copies of all issued e-Waybills and Logistical Data on its own systems for back-up purposes.

8.. Warranty Disclaimer

Except as expressly set out in these Terms, the Portal, the Drive and the Services are provided "as is" and "as available". To the maximum extent permitted by applicable law, TransFollow disclaims all warranties, representations and conditions, whether express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, accuracy, timeliness, title or non-infringement.

TransFollow does not warrant that (i) the Portal or the Drive will meet the End User's requirements, (ii) the operation of the Portal or the Drive will be uninterrupted, timely, secure or error-free, (iii) defects or errors will be corrected, or (iv) information or data stored or transmitted through the Portal or the Drive will not be lost, corrupted or destroyed. The End User assumes sole responsibility for selecting the Portal and the Drive to achieve its intended results, and for its use of the Services.

9.. Limitation of Liability

9.1 Acknowledgement of risk. The End User acknowledges that the use of the Portal, the Drive, the Services and the e-Waybills, including their digital signature for transport operations, is at the End User's sole risk.

9.2 Exclusion of indirect damages. To the maximum extent permitted by applicable law, TransFollow shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages (including loss of business profits, business interruption, loss of business information, loss of data or any other pecuniary loss) arising from (i) any malfunction or unavailability of the Portal or the Drive, (ii) the content or use of e-Waybills or related Logistical Data, (iii) the non-recognition of any digital signature by any third party, or (iv) the non-recognition of e-Waybills in any country.

9.3 Aggregate cap. Subject to Article 9.4, TransFollow's aggregate liability arising out of or in connection with these Terms shall not exceed, per event and in aggregate in any period of twelve (12) consecutive months, the amount actually paid out under TransFollow's applicable professional indemnity insurance policy in force at the time of the event giving rise to the claim. In the absence of an insurance payout (including where a claim is rejected, falls below the deductible, or exceeds the policy limit), liability shall not exceed half of the total fees paid by the End User under these Terms in the twelve (12) months preceding the event. This cap applies to all claims, including those arising from data or security breaches, and is subject in all cases to the exclusion of indirect, consequential and special damages and loss of profit in Article 9.2.

9.4 Carve-outs. The limitations and exclusions in this Article 9 do not apply to liability arising from wilful misconduct or gross negligence, or any liability that cannot be limited or excluded under applicable law.

10.. IP Indemnification

TransFollow shall defend End User against third-party claims alleging that the standard, unmodified Services infringe a third party's intellectual property rights, and shall pay damages finally awarded, subject to the liability cap in Article 9.3. This indemnity does not apply to claims arising from: (a) modifications to the Services not made by TransFollow; (b) combination of the Services with products, data or services not provided or approved by TransFollow; or (c) use of the Services outside the scope of the Documentation. Except as separately agreed in writing, TransFollow does not transfer ownership of any custom development to End User.

11.. Insurance Obligations

TransFollow shall maintain, for the duration of these Terms, professional indemnity insurance. TransFollow shall notify End User without undue delay if this policy is materially reduced, not renewed, or lapses. Upon reasonable request, and no more than once per calendar year, TransFollow shall provide evidence of insurance, subject to confidentiality.

12.. Indemnification

The End User shall, to the extent permitted by applicable law, indemnify and hold TransFollow harmless against any third-party claim arising from (i) the End User's breach of these Terms; (ii) gross negligence or wilful misconduct of the End User or its employees or agents; or (iii) the unlawful entry by the End User of Personal Data into the Portal or the Drive.

13.. Intellectual Property

13.1 All Intellectual Property is and remains the property of TransFollow (or its licensors). The End User has no right, title or interest in the Intellectual Property other than the limited licence granted under Article 3.

13.2 The End User shall (i) use the Intellectual Property only as required to use the Portal, the Drive and the Services; (ii) follow TransFollow's policies and directions for such use; and (iii) not register, claim, contest or assist any third party in contesting any Intellectual Property.

14.. Data Protection

14.1 Roles. When using the Portal or the Drive, Personal Data is stored on the Platform. Where TransFollow processes Personal Data on behalf of the End User in the End User's capacity as controller, TransFollow acts as processor and shall comply with applicable Data Protection Laws. Where TransFollow processes Personal Data for its own purposes (such as managing the End User's Account and the contractual relationship), TransFollow acts as controller and processes that data in accordance with the privacy statement published on the Website.

14.2 Purpose and lawful basis. TransFollow processes Personal Data as necessary for the performance of the contractual relationship with the End User and for its legitimate interests in providing and improving the Services. Personal Data is processed for the duration of the relationship and may be retained for up to ten (10) years after termination for the establishment, exercise or defence of legal claims, or as required or permitted by applicable law.

14.3 International transfers. TransFollow shall not transfer Personal Data outside the European Economic Area or Switzerland except where permitted by applicable Data Protection Laws (for example, under an adequacy decision or Standard Contractual Clauses). The End User acknowledges that, to provide the Services, TransFollow may need to share e-Waybill data with other parties in the logistics chain, including parties located outside the EEA, in which case TransFollow shall implement appropriate safeguards.

14.4 Security. TransFollow shall implement and maintain appropriate technical and organizational security measures to protect Personal Data against unauthorized or unlawful processing and accidental loss, destruction or damage. The current security measures are described in TransFollow's Security Assurance Plan, available on request.

14.5 Data subject rights. Data subjects may exercise their rights under applicable Data Protection Laws (including the rights of access, rectification, erasure, restriction, objection and portability) by contacting TransFollow via the means published on the Website.

14.6 End User obligations. The End User shall only enter Personal Data into the Portal or the Drive where it has a valid legal basis to do so. The End User shall provide each data subject whose Personal Data it enters into the Portal or the Drive, including its Authorised Users, with the information required under applicable Data Protection Laws. The End User indemnifies TransFollow against any third-party claim arising from the unlawful entry of Personal Data or from a failure to provide that information.

14.7 Sharing with authorities. The End User acknowledges that TransFollow may share information about the description of goods contained in e-Waybills with selected authorities in the event of incidents, solely to facilitate their resolution. Such disclosures occur only where the e-Waybill is active and in transit status, and the information is not stored by TransFollow. The list of selected authorities is published on the Website.

14.8 Personal data breach notification. TransFollow shall notify End User without undue delay and in any event within seventy-two (72) hours of becoming aware of a personal data breach affecting End User's data. Where a data processing agreement concluded between the Parties provides for a shorter notification period, that period prevails.Where the nature or complexity of the breach makes full notification within the applicable period impracticable, TransFollow may provide notification in phases.

15.. Artificial Intelligence

TransFollow's obligations regarding artificial intelligence functionality are limited to features expressly developed for End User's specific environment. Platform-wide AI functionality made

generally available to TransFollow's customer base is expressly excluded from End User-specific AI compliance requirements. Liability for AI-related claims is subject to the cap in Article 9.3. TransFollow shall not use End User's data to train AI models without End User's prior written consent.

16.. Force Majeure

TransFollow is not liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) to the extent caused by an event beyond its reasonable control, including acts of God, war, terrorism, riot, civil unrest, strike, labour dispute, pandemic, government action, failure of telecommunications or internet infrastructure, failure of third-party services, or interruption of utilities.

17.. Confidentiality

The End User shall keep confidential any non-public information of TransFollow acquired in connection with the Portal, the Drive or the Services, and shall not disclose such information to any third party. This obligation does not apply to information that is or becomes publicly available other than through a breach of these Terms, or that the End User is required to disclose by law or by a competent court or regulator.

18.. Term and Termination

18.1 Termination by TransFollow. TransFollow may terminate these Terms with immediate effect if the End User materially breaches these Terms and fails to remedy the breach within fifteen (15) days of notice In Writing, or fails to pay any amount due.TransFollow may also suspend access to the Portal or the Drive while a breach is being investigated or remedied.

18.2 Termination by the End User. The End User may terminate these Terms at any time by closing its Account via the Portal or the Drive, or by notice In Writing to TransFollow. Termination takes effect on receipt.

18.3 Change of control. TransFollow may terminate these Terms with immediate effect if End User undergoes a change of control in its management and/or resulting in End User becoming controlled by a direct or indirect competitor of TransFollow.

18.4 Consequences of termination. Upon termination:

- access to the Portal and the Drive shall be blocked;
- no e-Waybill may be created or activated, and no Service may be used;
- purchased and unused Products shall be cancelled without right to refund, unless termination is due to TransFollow's wilful misconduct or gross negligence; and
- access to all data, including Logistical Data, shall be blocked after a waiting period of six (6) months, unless otherwise required by law. During this period the End User may

request TransFollow to make available the Logistical Data in a commonly accepted format (such as HTML, PDF or Microsoft Office). If no such request is made within the waiting period, access is blocked and all Account and Account-related data are deleted.

18.5 Cessation of use. Upon termination, the End User shall immediately cease, and shall ensure that its Authorised Users cease, all use of the Portal, the Drive and the Services and shall destroy any local copies of related software and materials. The End User shall certify such destruction In Writing at TransFollow's request.

18.6 Claim cut-off. Any claim, the cause of which arose during the term of these Terms, that is not submitted and properly substantiated within thirty (30) days following expiry or termination shall be deemed waived and barred from assertion, unless the delay is due to circumstances beyond the claimant's reasonable control.

18.7 Survival. Provisions of these Terms that by their nature are intended to survive termination remain in force after termination, including Articles 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (IP Indemnification), 12 (Indemnification), 13 (Intellectual Property), 14 (Data Protection), 17 (Confidentiality), 18.4 to 18.6, 19 (Governing Law and Jurisdiction) and 20 (Miscellaneous).

19.. Governing Law and Jurisdiction

These Terms and the relationship between the End User and TransFollow are governed by the laws of the Netherlands, excluding conflict-of-laws provisions. The competent courts of Amsterdam, The Netherlands, have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

20.. Miscellaneous

20.1 Amendment. TransFollow may change these Terms from time to time. Any amendment will be published on the Portal, the Drive or the Website. If the End User refuses the amended Terms, the licence and the End User's right to use the Portal, the Drive and the Services expire on the date of the refusal.

20.2 Severability. If any provision of these Terms is found to be invalid, this does not affect the validity of the remaining provisions. The invalid provision shall be modified to the minimum extent necessary to give effect to the original intent of the Parties, to the fullest extent permitted by applicable law.

20.3 Evidence. The log files and other records (electronic or otherwise) maintained by TransFollow shall constitute valid evidence of the End User's use of the Portal, the Drive and the Services and of communications between TransFollow and the End User, unless rebutted by clear contrary evidence.

20.4 Language. The English-language version of these Terms prevails over any translation.

ANNEX 1 – MOBILE APPLICATION ADDENDUM

A1.1 Scope. This Addendum applies to any person who downloads, installs or uses the TransFollow Drive application, whether or not that person holds an Account. Where that person holds an Account, these Terms apply in addition to this Addendum.

A1.2 Licence. TransFollow grants a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to install and use the Drive on a device that the user owns or controls, solely to create, consult, exchange and sign e-Waybills in the course of a trade, business, craft or profession.

A1.3 Restrictions. The user shall not: decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Drive; disable, circumvent or interfere with any security, digital signing, verification or authentication mechanism; share any access code, link or QR code with any person not entitled to access the e-Waybill concerned; or use the Drive in a way that violates applicable laws or infringes the rights of third parties.

A1.4 No warranty. The Drive is provided "as is" and "as available". To the maximum extent permitted by applicable law, TransFollow disclaims all warranties, representations and conditions, whether express, implied or statutory, and does not warrant that the operation of the Drive will be uninterrupted, timely, secure or error-free. TransFollow's liability under this Addendum is limited to the maximum extent permitted by applicable law.

A1.5 Personal data. Information on the processing of personal data in connection with the Drive is set out in the TransFollow privacy statement published on the Website. Where an e-Waybill is accessed under an End User's Account, that End User is the controller of the personal data concerned.

A1.6 Apple App Store. Where the Drive is obtained from the Apple App Store, the following applies: (a) this Addendum is concluded between the user and TransFollow only, and not with Apple; TransFollow, and not Apple, is solely responsible for the Drive and its content; (b) the licence granted is limited to use on Apple-branded products that the user owns or controls, as permitted by the Usage Rules of the Apple Media Services Terms and Conditions; (c) Apple has no obligation to provide maintenance or support for the Drive; (d) in the event of a failure of the Drive to conform to any applicable warranty, the user may notify Apple, which may refund the purchase price, if any; Apple has no other warranty obligation and any other claim is TransFollow's responsibility; (e) TransFollow, and not Apple, is responsible for addressing any claim of the user or a third party relating to the Drive, including product liability, non-compliance with legal requirements and consumer protection claims; (f) TransFollow, and not Apple, is responsible for the investigation, defence, settlement and discharge of any third-party claim that the Drive infringes intellectual property rights; (g) the user represents that it is not located in a country subject to a U.S. Government embargo or designated as a terrorist-supporting country, and is not listed on any U.S. Government list of prohibited or restricted parties; (h) questions or complaints regarding the Drive may be addressed to TransFollow at the contact details published on the Website; (i) Apple and its subsidiaries are third-party beneficiaries of this Addendum and may enforce it against the user.

A1.7 Google Play. Where the Drive is obtained from Google Play, the Google Play Terms of Service apply to the download and the user shall comply with them.

A1.8 Governing law. This Addendum is governed by the laws of the Netherlands, excluding conflict-of-laws provisions, without prejudice to any mandatory protection available to the user under the law of their country of residence.

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Part B

TERMS AND CONDITIONS

TRANSFOLLOW PLATFORM, TRANSFOLLOW PORTAL, TRANSFOLLOW DRIVE

*(Version: **April 2024**)*

TERMS AND CONDITIONS

TRANSFOLLOW PLATFORM, TRANSFOLLOW PORTAL, TRANSFOLLOW DRIVE

(Version: April 2024)

1. Applicability and Definitions

1.1 These Terms are applicable to any use of the TransFollow Platform, the TransFollow Portal, the TransFollow Drive and/or the Services by an End User. If End User is using the TransFollow Platform, the TransFollow Portal, the TransFollow Drive and/or the Services on behalf of an organization, then End User agrees to these Terms for that organization and hereby confirms that End User has the authority to bind that organization to these Terms.

1.2 Capitalized terms or expressions shall be defined as follows:

"***Acceptance Testing Period***": The evaluation period as described in Clause 4.3.

"***Account***": A collection of data that allows the End User to gain access to the Portal, the Drive and the Services.

"***Account Information***": Any information listed in Clause 5.3 below.

"***API***": An application programming interface.

"***API Key***": An application programming interface key to access the API.

"***API Key Release Procedure***": The release procedure as described in Clause 4.3.

"***Controller***": The End User, in particular when submitting, disclosing or making otherwise available (directly or through an intermediary) Personal Data to another party and determining the purposes and means of the processing of such Personal Data.

"***Credit***": The token used to activate the Products.

"***Data Protection Laws***": means (a) the GDPR, together with any national implementing laws in any member state of the European Union, and (b) the Swiss Federal Act on Data Protection (SR 235.1), together with any other Swiss laws related to data protection, each as applicable to a Party and each as amended or replaced from time to time.

"***e-CMR Protocol***": The "Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note" entered into force on 5 June 2011, establishing the legal framework and standards for using electronic means of recording and storing consignment note data.

"***End User***": Any Person using the Platform, the Portal, the Drive and/or the Services.

"***End User Extension***": A change of or addition to an External System enabling such External System to communicate with the Platform, including by means of an API, it being

understood that End User may have one or more End User Extensions.

"***e-Waybill***": The electronic consignment note (e-CMR) or waybill for transport of goods, or any other document related to a road transport operation such as proof of delivery, issued and signed by using the Platform via the End User Extension or the Portal or the Drive.

"***External System***": A warehouse management system (WMS), enterprise resource planning (ERP), transport management system (TMS), fleet management system (FMS), or board computer proprietary software developed and/or managed by a third party provider.

"***Functional Requirements***": The functional requirements as described in Schedule 1 applicable to the integration of the End User Extension.

"***GDPR***": The EU General Data Protection Regulation (2016/679).

"***In Writing***": Paper or electronic recording.

"***License***": The license granted to End Users with regard to the access to and use of the Platform, the Portal and/or the Drive.

"***Log Files***": A file in which the visiting data of an End User is held. "***Visiting data***" is, in any case: date and time of login and logout from the Account, date and time of creating new e-Waybills or messages, date and time of changing existing e-Waybills and messages, but NOT the contents of e-Waybills and messages, which are not visible via the Log Files.

"***Logistical Data***": End User's logistical and operational information contained in the e-Waybills.

"***Party***" or "***Parties***": Viaservice and/or End User and/or their respective successors or permitted assigns wherever appropriate.

"***Person***": An individual, a company or corporation, a partnership, a trust or other entity, organisation or unincorporated association.

"***Personal Data***": Any information related to an identified or identifiable natural person (data subject) including the Account Information.

"***Processor***": Viaservice, in particular when processing, on behalf of Controller, Personal Data submitted, disclosed or otherwise made available (directly or through an intermediary) by Controller.

"***Products***": The Credits and Licenses allowing End User to use the Platform, the Portal, the Drive and/or the Services.

"***Product Price***": The sales price for the Products as set forth in Clause 6.3.

"***Services***": The features and services offered to and available for End User via the Platform, the Portal and the Drive.

"***Storage Services***": The storage services for Logistical Data as set forth in Clause 8.1.

"***Support Services***": The support services as described in Clause 7.1 and Schedule 2.

"***Technical Review***": The technical review as described in Clause 4.3.

"***Terms***": All clauses and schedules, irrespective of their name and form, of the present terms and conditions, which govern the contractual relationship between Viaservice and End User for the use of the TransFollow Platform, the TransFollow Portal and/or the TransFollow Drive.

"***TransFollow Drive***" or "***Drive***": The mobile application of the Platform that enables End Users to manage their daily missions and to share all relevant information in real time internally and with third parties.

"***TransFollow Platform***" or "***Platform***": The hard- and software owned by Viaservice, as amended from time to time, by means of which the Products are created and/or activated for End User. The TransFollow Platform is an API based solution with corresponding API to create integration extensions and endpoints such as applications and portals by which registered users such as senders, forwarding agents, carriers and consignees can, amongst others, (a) create and/or activate electronic waybills for transport of goods, (b) communicate amongst each other, and (c) digitally sign such electronic waybills in order to exchange freight related data used for a waybill, proof of delivery and supply chain visibility, compliant to the e-CMR Protocol.

"***TransFollow Portal***" or "***Portal***": The web-based application of the Platform, as amended from time to time, which Viaservice makes available to End Users and by means of which End Users are enabled, amongst others, to create, issue and manage the e-Waybills, create and manage transports, manage missions' lifecycle, and exchange information internally and with third parties.

"***Viaservice***": The legal entity owning and operating the Portal, the Drive and the Platform, called Viaservice B.V., registered in The Hague, The Netherlands, under the Chamber of Commerce number 27168771.

"***Website***": The Viaservice commercial website: www.transfollow.org

2. Ownership of the Platform, the Portal and the Drive

2.1 Neither the Platform nor the Portal, the Drive or any related software is being sold. All ownership, intellectual property, and other rights and interests in the Platform, the Portal, the Drive and any related software that are made available to End User under these Terms, as well as all preparatory, support, promotional or other material pertaining thereto, remain solely with Viaservice or its licensors, as the case may be. Unless expressly agreed otherwise In Writing, End User obtains only a right of use, which is non-exclusive,

revocable, non-transferable and non-assignable. End User shall not be entitled to reproduce the Platform, the Portal, the Drive, the Services and/or any related software or materials or to make the Platform, the Portal, the Drive, the Services and/or any related software or materials openly available or available to any third party.

2.2 The source code of the Platform, the Portal, the Drive, the Services and any related software is proprietary to Viaservice and is a trade secret of Viaservice or its licensors, if any, and is their confidential information.

2.3 Viaservice is allowed to take any technical measures it deems necessary at its sole discretion to protect the Platform, the Portal, the Drive, the Services and any related software.

3. License

3.1 Viaservice grants End User with a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sub licensable license, limited to (i) the sole use of and access to the Platform, the Portal, the Drive, the Support Services and/or the Storage Services with the Account, for the use of the Products and the Services, and (ii) the sole use of the API Key(s) for the development and/or testing of the End User Extension(s), to the exclusion of any further use.

3.2 The license to use the Platform, the Portal, the Drive and any related software and materials is subject to End User's prior acceptance of these Terms and to Viaservice's confirmation of acceptance of End User.

3.3 End User shall not use the licensed Platform, Portal, Drive and/or API Key(s) for any other purpose not expressly permitted by these Terms. In particular, End User shall not:

(a) decompile, reverse engineer, disassemble, decode, adapt or otherwise attempt to derive or gain access to the source code of the Platform, the Portal, the Drive, the API Key(s) or any other information, documents and services pertaining to the Platform, the Portal and/or the Drive in whole or in part;

(b) copy, modify, decrypt or create derivative works or improvements of the Platform, the Portal, the Drive, the API Key(s) or any other information, documents and services pertaining to the Platform, the Portal, the Drive or the API Key(s) in whole or in part;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available to any Person, including on or in connection with the internet or any other technology or service, the Platform, the Portal, the Drive, the API Key(s) or any other information, documents and services pertaining to the Platform, the Portal, the Drive or the API Key(s) in whole or in part;

(d) otherwise access or use the Platform, the Portal, the Drive, the API Key(s) or any other information, documents and services pertaining to the Platform, the

Portal, the Drive or the API Key(s) in whole or in part beyond the scope of the authorization granted under the Terms.

4. Access to the Platform via End User Extension

4.1 Development of End User Extension

For access to the Platform via an End User Extension End User shall develop the End User Extension in compliance with the requirements of these Terms including, without limitation, the Functional Requirements. End User shall be responsible for the integration and shall ensure full compatibility of the End User Extension with the Platform. This End User Extension will allow the integration of the Platform in a system separate from the operational partner environment of End User's External System. The integration will enable the External System to establish the connection to the Platform and to exchange freight-related data between the External System and the Platform.

End User shall be solely responsible for all costs, expenses, losses and liabilities and activities incurred by End User in connection with the End User Extension and the related development, integration, maintenance and upgrades, including but not limited to any development efforts, computer, network and server equipment, Internet service(s) or any other hardware, software or services used by End User in connection with these Terms. This includes any costs and losses the End User may incur as a result of the fact that the End User Extension is rejected by Viaservice or is validated upon enhancement of the End User Extension according to Viaservice's indications.

4.2 Submission of End User Extension

The Platform shall only be accessible for End User when duly registered with Viaservice via the End User Extension.

Viaservice shall provide End User with administrator rights on the Platform (limited to the administration of End User registered via the End User Extension) so that End User is granted with the possibility to issue and deliver such access codes or keys enabling End User to create and/or activate and use e-Waybills within the Platform.

End User shall be responsible for evaluating and testing the End User Extension and the technology, functionality, performance, security, and user interface before the End User Extension is eligible for technical review by Viaservice according to its API Key Release Procedure and, if validated by Viaservice, for its use. By submitting the End User Extension, End User represents and warrants that the End User Extension complies with the Functional Requirements as well as with any additional requirements provided or communicated by Viaservice to End User from time to time. Viaservice shall ensure that none of the enhancements or modifications of the Products shall create any functional regression on the Functional Requirements.

4.3 Validation for Access to the Platform

Prior to the connection of the End User Extension to the production environment of the

Platform Viaservice shall have the right to conduct the following types of review ("***Technical Review***") of the End User Extension: security testing, plagiarism review, sanitary check, evaluation of End User's coding practices and proper use of the API Key ("***API Key Release Procedure***"). For the API Key Release Procedure Viaservice shall have the right to verify the integration and use of the API in the End User Extension and how data exchange is done by End User.

End User agrees that it will not attempt to hide, misrepresent or obscure any features, content, services or functionality in the submitted End User Extension from Viaservice review or otherwise hinder Viaservice from being able to fully review the End User Extension.

Viaservice shall have thirty (30) days from receipt of the End User Extension hereunder to evaluate and accept or reject such End User Extension for use ("***Acceptance Testing Period***"). During the Acceptance Testing Period, Viaservice shall perform the Technical Review. Viaservice shall notify End User In Writing within the Acceptance Testing Period of its decision. If Viaservice fails to notify any validation decision within the Acceptance Testing Period, such End User Extension shall be deemed accepted by Viaservice. Any acceptance of the End User Extension shall not prejudice Viaservice's rights or limit End User's obligations and warranties under these Terms.

End User understands and agrees that Viaservice may:

(a) reject the End User Extension;

(b) validate the End User Extension provided that End User changes, upgrades, modifies or enhances the End User Extension according to Viaservice's indications; or

(c) validate the End User Extension.

If the validation of the End User Extension is subject to any change, upgrade, modification or enhancement according to Viaservice's indications, End User shall make the requested changes, upgrades, modifications or enhancements to the End User Extension within thirty (30) days after such notice. End User must then submit the End User Extension to Viaservice for re-validation.

No indemnity, claim or compensation shall be due to End User by reason of rejecting the End User Extension.

End User acknowledges and agrees that the validation of the End User Extension by Viaservice shall not relieve End User from its full liability for such End User Extension, External System and any data, action or omission by or from End User in relation to or where using such End User Extension, External System or the Platform.

4.4 IT Equipment

End User shall ensure that its IT equipment - both hard- and software - is appropriate to

the Functional Requirements to allow the proper use of the Platform via the End User Extension.

End User shall use an adequate IT environment and appropriate telecommunication systems for the proper use of the Platform, in accordance with the requirements indicated by Viaservice to that effect.

End User shall take all the reasonable measures to ensure the quality and safety of the End User Extension. End User shall use no less than industry standard security measures with respect to the API Key, the Platform, the Support Services and the End User Extension. End User shall be solely responsible for developing the End User Extension safe, free of defects in design and operation and compliant with applicable law and regulation.

In particular, the End User Extension must meet all the following criteria and requirements:

(a) The End User Extension shall comply with all the related documentation and instruction provided by Viaservice;

(b) The End User Extension may only use the API Key, the Platform and the Support Services in the manner prescribed by Viaservice;

(c) Any form of user or device data collection and any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with End User Extension must comply with all applicable privacy and data collection laws and regulations;

(d) End User shall not perform any functions or link to any content, services information or data, and shall not use any retrieval application or device to scrape, mine retrieve, cache, analyse or index software data or services provided or hosted by Viaservice or obtain, or try to obtain, such data, except the data that Viaservice expressly provides or makes available to End User. End User agrees that it will not collect, disseminate or use any such data for any unauthorized purpose; and

(e) The End User Extension may not contain, share or allow any malware, malicious or harmful code, program or other internal component (e.g. computer viruses, Trojan horse, “backdoors”) which could damage, destroy or adversely affect the API Key, the Platform or the Support Services.

Viaservice may change the requirements at any time. In order to continue to distribute or use the Platform, End User shall accept and agree with any new requirements. If End User does not accept and agree with the new requirements, the use of the Platform or the contractual arrangement for its use may be suspended or terminated by either Party. The acceptance of such new requirements may be notified electronically.

At all times, End User shall ensure that the End User Extension is kept up to date. End User shall, if necessary, perform full regression testing and upgrade of its End User Extension

upon any Viaservice addition or removal of functions or features, or modification or update of the Platform, the API Key or the Support Services. End User shall submit an updated version of the End User Extension for re-validation including a detailed description of the changes made for the re-evaluation within reasonable notice. Viaservice may terminate the contractual arrangement with End User if the End User Extension does not meet Viaservice's requirements.

If End User makes any changes including but not limited to any bug fixes, upgrades, enhancements, modifications to the End User Extension after its submission and validation by Viaservice, End User must submit the End User Extension to Viaservice for re-validation within thirty (30) days after such change.

The End User Extension may be at any time after the validation subject to code review, audits, performance checks and other quality-control mechanisms performed by Viaservice or by an entity appointed by Viaservice. End User shall grant unlimited access to the End User Extension and all necessary information, data and codes to perform such tests, security and quality controls. Viaservice shall send a notice In Writing to End User of at least five (5) business days before carrying out such tests, security and quality controls. Viaservice shall bear the costs related to such tests, security and quality controls.

Further, End User shall ensure that it has an IT security process in place identical or similar to the ISO27001 certification to secure data going in and out the Platform. The Parties shall inform each other immediately about security incidents related to the Platform and the End User Extension, and any external communication related thereto shall be approved by both Parties In Writing.

5. Access to the Portal and the Drive

5.1 End User is responsible for arranging the required hardware, software and telecommunication facilities that are necessary for the use of the Portal and/or the Drive, such as devices with which End User can connect to the internet (for example, a PC, smartphone or tablet) and internet connections. Any of these facilities must meet all and any further requirements of Viaservice as communicated by Viaservice on the Website from time to time.

5.2 By registering as an End User using the electronic registration form on the Portal or the Drive, End User states to Viaservice that it wishes access to the Portal or the Drive and confirms its acceptance of these Terms. Viaservice's acceptance of End User will be provided by sending an email with a confirmation link to the email address that End User entered in the registration form. By clicking on the confirmation link, the license hereunder is granted, and access to the Portal or the Drive comes into effect.

5.3 End User gets access to the Portal and/or the Drive with the login credentials which it choses during the Account registration. When registering End User shall indicate, amongst others and upon request, its name, postal address, email address, telephone number, bank name and bank account number, credit card details, and, if applicable, the name of the Person which directed End User to the Portal for the purchase of the Products and the

Services (collectively "***Account Information***"). If End User has not been directed by any Person to the Portal End User shall indicate "none" in the Account registration. End User acknowledges and agrees that Viaservice is entitled to share the Account Information with selected third parties, including its sub-contractors who may perform some of Viaservice's obligations under the Terms on its behalf. End User further acknowledges and agrees that for this purpose the Account Information and other Personal Data may be transferred into third countries in accordance with the provisions of Clause 16.5 below.

5.4 End User is obliged to take appropriate security measures regarding its internet connection and the equipment referred to in Clause 5.1 to prevent unauthorized access to the Account. End User is, in any case, required to:

(a) maintain activated antivirus software;

(b) install security updates in a timely manner after they become available; and

(c) carefully keep its login data secret.

5.5 In the event of abuse of, or unauthorized access to, the login credentials or a suspicion thereof, End User shall report such incidence to Viaservice as soon as possible. In response to this report, Viaservice can then take any measures it deems necessary at its sole discretion, such as blocking the existing login credentials and registering new login credentials.

5.6 End User shall ensure that all data associated with its Account including the Account Information is always correct and up to date.

6. Orders, Product Price and Payment

6.1 Any purchase of the Products from Viaservice via the Platform, the Portal or the Drive is subject to the acceptance of the present Terms.

6.2 Purchase via the Platform

For the purchase of the Products via the Platform End User shall enter into a respective supply agreement with Viaservice containing all details for the order, purchase price and payment of the Products.

6.3 Purchase via the Portal or the Drive

The Products are sold and invoiced by Viaservice to End User based on the number of Products ordered and paid by and delivered to End User. Viaservice shall make available the ordered and paid Products by the delivery date specified in the order, allowing End User to allocate and administer the Products via the Portal or the Drive.

Unless otherwise agreed between the Parties In Writing the sales price for the Products shall be the one as set forth on the Portal, the Drive and/or the Website ("***Product Price***"). Unless designated otherwise by Viaservice, the Product Price shall be in Euro and

exclusive of any tax, duty or assessment (including any applicable VAT). Viaservice may amend the Product Price at any time, and the new Product Price shall take effect immediately after the publication of the new price list by Viaservice on the Portal, the Drive and/or the Website.

On the date of the order End User shall pay the Product Price for the ordered Products. All payments by End User shall be made in Euro and through immediate debiting of the credit card End User has indicated during the registration on the Portal or the Drive. Upon receipt of the Product Price and following delivery of the Products Viaservice shall issue to End User an invoice for all paid and delivered Products. If End User disputes any invoice End User shall notify Viaservice In Writing within two (2) working days of the date of receipt of the invoice, specifying the reasons for disputing the invoice, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

7. Support Services

7.1 Viaservice shall provide End User with First-Line Support Services, Second-Line Support Services and Third-Line Support Services and, for the integration and use of the End User Extension, with the support services as described in more detail in Schedule 2 (collectively "***Support Services***"). However, for Product purchases via the Platform and used via the End User Extension, End User shall organize the First-Line Support Services itself.

7.2 For the purposes of these Terms "***First-Line Support Services***" means being the first point of contact to resolve general application, user issues and troubleshooting to identify the source of any issue encountered by the End User including to register and classify received incidents and to start up an immediate effort in order to restore a failed service or find a solution to an application incident as quickly as possible, "***Second-Line Support Services***" means providing dedicated support to resolve technical software issues with the Services including taking over incidents which cannot be solved immediately with the means of the First Line Support Services of End User, and "***Third-Line Support Services***" means providing dedicated support to resolve system architectural or infrastructural issues with the Services requiring in-depth expert support. The use of the Support Services related to the External System and the End User Extension, if any, shall be at End User's sole responsibility.

8. Storage Services

8.1 Viaservice offers to End User storage for the Products ("***Storage Services***") of up to two (2) MB per issued e-Waybill of End User's Logistical Data. The Storage Services shall be free of charge for a period of up to seven (7) years from the day of the creation of each e-Waybill ("***Free Storage Period***"). During and, if applicable, following the Free Storage Period End User shall at all times have access to the Logistical Data via the Portal or the Drive.

8.2 If End User wishes to use the Storage Services beyond the Free Storage Period End User may submit any such requests via the Portal or the Drive at any time. As soon as Viaservice has accepted the request for the Storage Services following the Free Storage Period and

provided End User has accepted Viaservice's respective general terms and conditions, Viaservice shall issue to End User an invoice of the then applicable price for the Storage Services for each twelve (12)-month period following the end of the Free Storage Period.

8.3 End User shall be solely responsible for saving any copies of all issued e-Waybills and the Logistical Data on its own systems for back-up purposes.

9. Restrictions

9.1 End User may not use the Platform, the API Key(s), the Portal, the Drive, the Services and any related software for any other purpose not expressly permitted under these Terms.

9.2 End User may not use the Platform, the API Key(s), the Portal, the Drive, the Services and any related software in such a way that violates any laws or regulations or infringes the rights of third parties or in a way that causes discomfort, damage or places the functioning of the Platform, the API Key(s), the Portal, the Drive, the Services and any related software and/or networks and/or systems of third parties into jeopardy.

9.3 End User shall not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, decompile or create derivative work from the Platform, the API Key(s), the Portal, the Drive, the Services and/or any related software or otherwise reduce or attempt to discover any source code or underlying structures, ideas or algorithms of the Platform, the API Key(s), the Portal, the Drive, the Services and/or any related software or any confidential information or trade secret.

9.4 End User will not, through use of or when using the Platform, the API Key(s), the Portal, the Drive, the Services or otherwise, create or disseminate any code or program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Platform the API Key(s), the Portal, the Drive, the Services and/or any other Viaservice software or technology, or enable others to do so.

9.5 Viaservice has protected the software of the Portal and the Drive against infringement by third parties. End User may not remove or circumvent this protection.

9.6 End User is not allowed to remove or change any designations regarding copyrights, trademarks, trade names or other intellectual property rights from the Portal, the Drive, the Services or any related software or material.

9.7 End User is not allowed to create the impression in its communication to third parties that the End User is linked to Viaservice, the Platform, the Portal, the Drive or the Services, unless this has been expressly authorized by Viaservice beforehand In Writing.

10. Availability and Maintenance

10.1 Viaservice is aware that logistic processes continue day and night. That is why safeguards are built into the Platform, the Portal and the Drive, thus reducing the chance of loss to a

minimum in case of interruption of the Services or loss of connection to the Platform, the Portal or the Drive.

10.2 Viaservice reserves the right to check the availability of the Platform, the Portal and the Drive and possibly halt the Services temporarily for maintenance, adjustment and/or improvement of the platform, the Portal and the Drive. Viaservice can carry out maintenance, adjustment and/or improvement at its sole discretion at a time decided by Viaservice. Viaservice shall give advance notice of when the work will be taking place. Viaservice seeks to minimize the impact to End Users. Viaservice shall not be liable for any harm or costs caused to End User resulting from such temporary maintenance, adjustment and/or improvement of the Platform, the Portal and/or the Drive.

10.3 If an unexpected error or defect in the Platform, the Portal or the Drive occurs that causes it to fail to properly operate or to be fully available, Viaservice shall use reasonable endeavors to correct such error or defect in a timely manner. Viaservice shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any Damages (as defined in Clause 13.2 below) caused by said error or defect.

11. Updates and Upgrades

11.1 Viaservice will from time to time update the Platform, the Portal, the Drive and the related software to preserve and/or enhance compatibility of the Platform, the Portal, the Drive and the related software and/or resolve minor bugs, security issues or other minor issues.

11.2 Viaservice may from time to time upgrade the Platform, the Portal and the Drive to improve existing functionalities and to add new functionalities.

11.3 While performing updates and upgrades, Viaservice will seek to minimize interruptions in the availability of the Platform, the Portal, the Drive and the Services.

11.4 Any intellectual property licensed or otherwise made available by Viaservice to End User under the present Terms or created in relation with any amendment, update, enhancement or modification of the Platform, the Portal, the Drive and the related software are owned by Viaservice respectively its licensors, and End User hereby assigns and conveys to Viaservice all rights, title and interest in such intellectual property, if any.

12. Warranty Disclaimer

The Platform, the API Key(s), the Portal and the Drive are licensed "*as is*" and "*as available*" and Viaservice disclaims any and all other warranties, whether express, implied, or statutory including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, timeliness, title, or non-infringement by law. Without limiting the generality of the foregoing, Viaservice expressly disclaims all warranties of any kind for third party software, and does not warrant that the Platform, the API Key(s), the Portal, the Drive and any related software will meet End User's expectations or requirements or that the operation of the Platform, the API Key(s),

the Portal, the Drive and/or any related software will be uninterrupted, timely, secure, or error free, that defects or errors in the Platform, the API Key(s), the Portal, the Drive or any related software will be corrected or that the Platform, the API Key(s), the Portal, the Drive and any related software will be compatible with future products of Viaservice, or that any information or data stored or transmitted through the Platform, the API Key(s), the Portal, the Drive or any related software will not be lost, corrupted or destroyed. End User assumes responsibility for selecting the Platform, the Portal and/or the Drive to achieve its intended results, and for the use of the Platform, the Portal, the Drive and any related software. End User shall bear the entire risk as to the quality and the performance of the Platform, the Portal, the Drive and any related software.

13. Limitation of Liability

13.1 End User expressly acknowledges and agrees that the use of the Platform, the Portal, the Drive, the Services and the e-Waybills, notably with respect to all information included in the e-Waybills, and their signature and use in connection with a transport operation, is at its sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the End User.

13.2 In no event shall Viaservice, its officers, directors, employees and/or agents be liable to End User or any party related to End User for any direct and indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data or other such pecuniary loss) ("***Damages***") resulting (i) from a malfunction of the Platform, the Portal, the Drive or any related software, or (ii) from the Platform, the Portal, the Drive or any related software not being available or not being fully available, whether under a theory of contract, warranty, tort (including negligence), product liability, or otherwise, even if Viaservice has been advised of the possibility of such damages. Viaservice shall in no event be responsible for (i) the content and use of the Products and the Services nor for the use - or absence of use - of any additional services by End User, (ii) for the non-recognition of any digital signature by any third party, and/or (iii) for the non-recognition of e-Waybills in a given country. Further, Viaservice shall not be liable for any Damages whatsoever in case of any breach or gross negligence of End User of its obligations under the Terms. In no event shall Viaservice's total yearly aggregate and cumulative liability to End User for any and all claims of any kind arising hereunder exceed the amount of two (2) times the Product Price paid by End User in the last month preceding the month during which the claim is made unless the damage is due to willful intent or gross negligence on the part of Viaservice.

13.3 Viaservice disclaims with respect to the Platform, the Portal, the Drive and any related software any and all warranties, representations and indemnities, whether express, implied, or statutory including, without limitation, any implied warranties of merchantability, satisfactory quality, reliability, suitability, availability, completeness, functionality, performance or results of use thereof, fitness for a particular purpose, accuracy, timeliness, title, or non-infringement by law. In particular Viaservice does not warrant that the Products and the Services are appropriate or available for use in other locations. The End

User shall bear the entire risk as to the use of the Products and the Services in other jurisdictions and shall be responsible for compliance with local law.

14. Indemnification

End User shall, to the extent permitted by applicable law, indemnify, defend and hold harmless Viaservice, its directors, officers, employees, agents, successors and assigns against and from all claims or suits (provided prompt notice of each such claim or suit which comes to the attention of Viaservice is given to End User by Viaservice) arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of:

(a) End User's breach of or negligent performance of any obligations under these Terms or any related contract;

(b) gross negligence or intentional misconduct of End User or its employees or agents; or

(c) End User Extension infringing any third-party intellectual property right.

15. Intellectual Property

15.1 Viaservice retains all rights, title and interest in and to the Platform, the API Key(s), the Portal, the Drive and any related software, information, documents and services, as well as trade names or trademark logos and distinctive signs which are owned by or licensed to Viaservice, (collectively "***Intellectual Property***"), and which it may make available to End User under these Terms. Any title, risk of loss, responsibility for and control over the Intellectual Property shall at all time remain with Viaservice. Any Intellectual Property licensed or otherwise made available to End User or created in relation with any amendment, enhancement or modification thereof are owned by Viaservice respectively its licensors, and End User hereby assigns and conveys to Viaservice and/or Viaservice's nominee all rights, title and interest in such Intellectual Property, if any.

15.2 End User acknowledges and agrees that it has no right or title or interest in the Intellectual Property and that all goodwill in the Intellectual Property belongs and shall accrue solely to Viaservice. End User shall (i) use the Intellectual Property solely to the extent required to fulfil End User's obligations under the Terms and any other contractual arrangement, if any; (ii) use the Intellectual Property in accordance with Viaservice's policies and directions; (iii) cooperate, at Viaservice's expense, to assist Viaservice in the registration or securing of rights in such Intellectual Property; and (iv) not, directly or indirectly, challenge the validity of or Viaservice's rights in and to the Intellectual Property.

16. Data Protection

16.1 End User acknowledges and agrees that when using the Portal or the Drive, Personal Data will be stored on the Platform. Viaservice shall process any such Personal Data only for purposes of providing the Services. End User shall be responsible for saving any copies and data on its own systems for back-up purposes.

16.2 To the extent Viaservice acts as Processor of Personal Data Viaservice represents and warrants to comply at all times with the applicable Data Protection Laws. In this respect, Viaservice shall, upon request, make available to End User all information necessary to demonstrate compliance with its contractual and legal obligations in relation to the Personal Data and allow for and contribute to audits, including inspections, conducted by End User or another auditor mandated by End User.

16.3 Viaservice may collect, process and share Personal Data within the scope of the contractual relationship as is necessary for the purpose of the administration and provision of the Services to End User. Viaservice is entitled to process the Personal Data to the extent necessary for Viaservice to fulfil the purposes of its contractual obligations. When Personal Data are no longer necessary for Viaservice to fulfil the purposes of its contractual obligations the provisions of Clause 16.10 below shall apply *mutatis mutandis*.

16.4 The legal basis for the processing of the Personal Data by Viaservice is the necessity to process such Personal Data for the performance of the contractual relationship, as well as Viaservice's legitimate interests to provide the Services in the best possible way. The Personal Data will be processed for the duration of the relationship with the End User, it being noted that the Personal Data may then be stored for up to ten (10) years after the expiry or termination of the contractual relationship for the establishment, if necessary and proportionate to exercise or defense of legal claims, and/or as required or permitted by applicable law.

16.5 Viaservice shall not transfer any Personal Data received from End User to countries outside the European Economic Area ("***EEA***") and Switzerland or not covered by an adequacy decision of the European Commission or its equivalent in non-EU member states without ensuring that such transfer is permitted by applicable Data Protection Laws, such as by EU Standard Contractual Clauses or other appropriate safeguards. Notwithstanding the foregoing, End User is aware and hereby explicitly consents that, in relation to the provision of the Products and the Services, Viaservice may transfer Personal Data to other Persons that (i) have gained access to a specific e-Waybill to perform their duties in the logistics chain and (ii) could be located within or outside of the EEA. In such a case Viaservice shall undertake its reasonable efforts to implement all necessary safeguards to ensure adequate data protection level.

16.6 Viaservice shall implement and shall maintain at all times appropriate technical and organisational security measures in particular to protect the Personal Data against unauthorised or unlawful processing, accidental loss and destruction or damage. Viaservice shall further ensure the ongoing confidentiality, integrity and availability of the Personal Data and resilience of the systems and services used for the processing of the Personal Data and the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident. Viaservice shall test and review the efficiency of the implemented technical and organisational measures on a regular basis and, upon request, shall provide End User, without undue delay, with a written confirmation that such technical and organisational measures have been implemented and are observed. End User declares that it is aware of the security level and that it considers this level to be appropriate.

16.7 As set forth under applicable Data Protection Laws, data subjects may have the right to request access to their Personal Data, to request the rectification or erasure of any inaccurate Personal Data, to object under certain circumstances to the processing of their Personal Data, to request the restriction of processing as well as to exercise the right to data portability by writing to the data controllers. Data subjects may also be entitled to lodge a complaint with the competent supervisory authority.

16.8 Viaservice shall be liable for damages incurred by End User because of any breach of Viaservice of any applicable Data Protection Laws. Viaservice will indemnify and hold harmless End User from and against any loss, damage, cost, expense claim, demand, liability, judgment, detriment, fine or compensation it incurs because of Viaservice's breach of any applicable Data Protection Laws.

16.9 End User shall only enter Personal Data into the Portal and/or the Drive in so far as it is entitled to do so. End User shall indemnify and hold Viaservice harmless against any third-party claims arising from the unlawful entering of Personal Data into the Portal and/or the Drive by End User. More information concerning the processing of Personal Data via the Portal and/or the Drive can be found in the privacy statement displayed on the Website. The processing of Personal Data in the Portal and/or the Drive shall be carried out as stated in this privacy statement.

16.10 Upon expiration or termination of the contractual relationship with End User, Viaservice shall, at the choice of End User, either (i) delete or return all Personal Data, (ii) delete any existing copy, and (iii) certify in writing that it has done so, unless retention of a copy of the Personal Data is required by any applicable law, in which case Viaservice will inform End User accordingly.

16.11 If and to the extent any Data Protection Laws other than the GDPR are applicable, the terms "***Controller***", "***data subject***", "***Personal Data***" and "***Processor***" as defined and/or used herein shall be interpreted and applied in accordance with such Data Protection Laws.

16.12 End User agrees that Viaservice has the right to share information with selected authorities regarding the description of goods as mentioned in the e-Waybills. The goods description information will only be disclosed in case of incidents with the objective of providing the information to the competent authorities to expedite the solution of the incident. The information will be disclosed by a pull tricker activated by the authorities and will not be stored. The information will only be disclosed if the e-Waybill is active and in status transit. A list of the selected authorities is available on the Website.

17. Force Majeure

17.1 Viaservice will not be liable for any delay or failure to perform its obligations pursuant to its contractual commitments if such delay is due to Force Majeure and notice is provided by Viaservice to End User. "***Force Majeure***" means a circumstance beyond the reasonable control of Viaservice which results in Viaservice unable to observe or perform on time a contractual obligation which is not caused by Viaservice's acts or omissions, could not

have been prevented by a work around plan and which was not reasonably foreseeable. Such circumstances will include but will not be limited to:

(a) acts of God, lightning strikes, floods, fog, storms or bad weather, explosions, earthquakes, fires or any natural disaster; and

(b) acts of war, acts of any government or authority, acts of public enemies, acts of terrorism, outbreaks of hostilities, riots, civil disturbance, malicious damage, sabotage, revolutions, strikes, lock outs or industrial actions of any kind.

17.2 If a delay or failure of Viaservice to perform its obligations is caused or anticipated due to Force Majeure, the performance of Viaservice's obligations will be suspended.

18. Confidentiality

18.1 Viaservice and End User shall keep secret and shall not disclose to any third party, even after termination of their contractual relationship, any information on the business of Viaservice or End User acquired or developed by reason of or in connection with their contractual relationship and the Terms ("***Confidential Information***"). Confidential Information shall include without limitation all information, documents and data pertaining to the business, trade secrets, strategies, customers, sales, know how, costs and expenditures, technologies, methods, processes, techniques and plans as well as the content of these Terms.

18.2 These Terms impose no obligation on Viaservice or End User with respect to Confidential Information which (i) is known to the Parties at the time of its receipt hereunder, (ii) is or becomes generally available to the public through no fault of either Party or any third party, or (iii) corresponds to that furnished by the other Party to any third party on a non-confidential basis.

19. Term and Termination

19.1 The Terms and any related contract can be terminated by Viaservice with immediate effect in case of breach of these Terms by End User, without prejudice to the possibility for Viaservice to suspend the access to the Platform, the Portal and the Drive.

19.2 Viaservice is further entitled to forthwith terminate the Terms and any related contract if End User is in default in respect of any obligation, including the timely payment of any amount due to Viaservice.

19.3 Termination of the Terms shall automatically imply the following consequences:

(a) Access to the Platform, the Portal and/or the Drive shall be blocked;

(b) No e-Waybill may be created and/or activated nor any Service used;

(c) Purchased and unused Products and Services shall be cancelled without End User being entitled to any refund from Viaservice, unless the termination is due to Viaservice's willful intent or gross negligence; and

(d) All data, including the Logistical Data stored in the Platform, the Portal and the Drive, shall be deleted after a waiting period of six (6) months unless otherwise required by law. During such waiting period End User may request Viaservice to set the End User data stored in the Platform, the Portal and/or the Drive at End User's disposal in a commonly accepted format (html, pdf, Microsoft Office), after which End User shall be deemed to have renounced to such possibility and all data will be deleted.

19.4 Further, upon termination of the Terms, End User agrees to immediately cease all use of the Platform, the Portal, the Drive, the Services and any related software and materials, and to erase and destroy all copies, full or partial, of any software that was downloaded and installed on a computer, a hard disk, phone, tablet or other storage medium that is in End User's control. At Viaservice's request End User shall provide a written certification of such destruction.

19.5 Any claim, the cause of which has arisen during the term of the Terms, and which is not submitted and properly substantiated within thirty (30) days following the expiry or termination of the Terms shall be deemed waived and shall be conclusively barred from assertion by the claimant, unless the delay in submission or substantiation is due to circumstances beyond the claimant's control.

19.6 No indemnity, claim or compensation shall be due to either Party by reason solely of termination.

19.7 All provisions of these Terms which by their nature should apply beyond termination will remain in force after any termination or expiration of these Terms.

20. Amendment of Terms

Viaservice reserves the right to change or supplement these Terms from time to time. Any amendment to these Terms shall be published on the Portal, the Drive and/or the Website for acceptance by End User. End User may refuse the amended Terms in which case the license granted hereunder and any related contracts shall expire on the date of the refusal.

21. Final Provisions

21.1 If any provision in the Terms is found to be void, this does not affect the validity of the entire Terms. Upon such determination the void provision shall be modified to the effect that the original intent of the Parties is maintained to the fullest extent permitted by the applicable law.

21.2 No departure from the provisions of these Terms shall obligate any Party to permit any subsequent departure and no waiver of any of the provisions of these Terms shall be

deemed to be a waiver thereafter of any such provision or of any succeeding breach of any such provision.

21.3 Information and announcements on the Portal, the Drive and the Website are subject to software and typographical errors. In the event of any inconsistency between the information on the Portal, the Drive and/or the Website (including the Terms) and a contract, the contract shall prevail.

21.4 The Log Files and other records (electronic or not) of Viaservice form evidence for arguments by Viaservice. The version of any (electronic) communication received or saved by Viaservice is deemed to be authentic, and Viaservice may validly rely on such assumption in its decision making.

21.5 These Terms and the relationship between End User and Viaservice shall be governed by Dutch law excluding its conflict of law provisions. The courts in Amsterdam shall have exclusive jurisdiction with respect to all dispute and litigation related to these Terms and the relationship between End User and Viaservice.

SCHEDULE 1

1. Functional Requirements

The Viaservice solution provides a technical application programming interface (API) allowing third parties' systems accessing the Viaservice systems to manage e-CMRs' and national waybills' lifecycle.

The Viaservice API is documented and available through the web page https://developer.transfollow.com/. The documentation is kept up to date when the API is modified.

The following functional elements are provided by Viaservice to be used by End User:

- Authentication mechanism to allow End User's systems (TMS) to get access to the API and to be uniquely identified. The endpoints are described in the technical documentation under the reference /oath available in the webpage https://developer.transfollow.com/;

- Endpoints to create, update and access a freight document. The endpoints are described in the technical documentation under the reference /freight documents available in the webpage https://developer.transfollow.com/;

- Endpoints to manage users' accounts. The endpoints are described in the technical documentation under the reference /accounts available in the webpage https://developer.transfollow.com/;

- Endpoints to manage attachments to freight documents. The endpoints are described in the technical documentation under the reference /attachments available in the webpage https://developer.transfollow.com/.

SCHEDULE 2

Support Services
(For the Integration and Use of the End User Extension)

1. Introduction

Viaservice's Platform is a global platform with a presence in all the major e-CMR countries in the world. Viaservice's Support Services are provided by support and customer service professionals. The processes and development of all Support Services will ensure that the right level of support is provided at the right time. Viaservice is continuously auditing, monitoring and developing all Support Services and the related processes, practices and systems.

2. Customer Support Services and Customer Service Management

To suit every End User's organization's needs Viaservice shall provide the Support Services as "***Customer Support Services***", which is the standard support that Viaservice offers to all End Users and which includes access to the Platform, support during local business hours (defined on http://www.Viaservice.org/support), and incident / service request recording, handling, and resolution.

Upon End User's request Viaservice may also agree with End User to provide a "***Customer Service Management***" as additional services to the Customer Support Services. Such Customer Service Management shall be delivered as a value-added service, offering enhanced service and governance, driving the continuous improvement process on both product and service experience and shall contain both committed response and resolution times. In any event, the Customer Support Services is a prerequisite for the enhanced service levels of the Customer Service Management, and the fees for the Customer Service Management shall be agreed separately between the Parties according to Viaservice's standard price list.

3. Other Services

Viaservice may provide other services that are not covered by the Customer Support Services and the Customer Support Management, such as project-related work or change requests. If the Parties agree on the provision of such other services they shall also agree on the respective fees.

4. Contents of Customer Support Services

The Customer Support Services shall include the following:

- Advice and assistance with:

    i. Service requests - user account and access to the Platform;

ii. Inquiries - inquiries and questions regarding the Platform, services and billing;

iii. Incidents - the expected result did not occur, or an error message occurred. In order to investigate and resolve any incidents End User shall provide to Viaservice a clear explanation of the incident allowing the latter to reproduce the incident.

- Act as single point of entry for:

i. Separately chargeable change requests that are implemented by Viaservice's professional service team related to the Platform or related services. The scope of each change request shall be agreed separately between End User and Viaservice in the change request form.

ii. Product and service-related enhancement requests and development ideas and suggestions related to the Platform and related services, that were not in the original design of the Platform and that are qualified and implemented by Viaservice.

iii. Complaints regarding the Platform and related services.

5. Start of Pre-Production of Customer Support Services

Viaservice shall start the pre-production Customer Support Services when End User receives the API Key and starts the implementation phase. The following support activities can be requested or expected:

- Technical: Provide API connection for End User; Present and discuss best practices; Introduce technical staff of End User to API and technical documentation; Advice on steps for smooth first implementation. Viaservice will provide support including any response to technical questions promptly while implementing and will respond to standard questions within one hour.

- Data mapping: If needed, Viaservice will assist in mapping the domain entities and attributes of End Users with the data-model of Viaservice.

- Selecting Capabilities: If needed Viaservice will assist in selecting which Viaservice API capabilities are needed in order to fulfill the desired work process of End Users.

- Monitoring progress: Continuous monitoring of progress and quality of the implementation steps taken by End User.

- Certification of implementation prior to release to production: As a final step in the implementation phase, Viaservice will perform a mandatory quality check. Upon Viaservice's approval End User will have the right to start operating in the production environment.

6. Start of Production of Customer Support Services

Viaservice shall start the Customer Support Services when End User moves from the implementation phase to the production phase. This transition will take place when the production platform API Key is registered and issued to End User according to Viaservice's API Key Release Procedure. A smooth transition from the delivery project to the support phase shall be ensured by close cooperation between the respective onboarding team and support team.

7. Contact with Viaservice

End User shall contact Viaservice via the self-service web portal or email. Up-to-date contact channel information and service hours (including local official holidays) are available under http://www.transfollow.org/support. To the extent available, Viaservice recommends using the self-service web portal (SRM) where End User can report incidents and submit service requests to the support system through a web portal. Logging the incident in this way will provide a unique incident reference number. Once the incident or service request has been reported or submitted, End User will be able to review the progress of the request and to communicate with Viaservice. Instructions on how to request access to the self-service portal can be found from Viaservice's FAQ knowledge base.

When reporting incidents or service requests, End User shall provide the following information to enable the efficient handling of the request:

- Service or features that are affected;
- Login/username for the Platform;
- Amount of (authorized) users that are affected;
- Steps carried out to reproduce the incident, ideally with screenshots and log files;
- For incidents or service requests that involve individual business documents, the name of the End User;
- Relevant business document numbers (for example waybill unique number); and
- A rough estimate of the date and time of the incident.

All relevant attachments to incident reports or service requests shall be submitted as a single compressed file (maximum file size is ten (10) megabytes, for bigger files alternative tools can be provided). All customer support requests shall be submitted individually. When the request is received, Viaservice shall create a request in its support ticketing system. Viaservice shall send to End User an email confirmation of the request ID. Subsequently Viaservice shall resolve the case and inform End User accordingly. Alternatively, Viaservice may forward the case internally for further processing. Once the request is resolved, Viaservice shall confirm the resolution to End User.

8. Incident and Problem Solving

Viaservice shall provide Second Line Support Services (as defined in clause 4 of the Terms) and Third Line Support Services (as defined in clause 4 of the Terms) to End Users, whereas End User shall be responsible for First Line Support Services.

Second Line Support Services include a broader experience and more in-depth knowledge about the Platform with the aim to restore a failed service or to find a solution to all application incidents as quickly as possible.

Third Line Support Services shall be performed with an advanced problem-solving approach and in cooperation with the development or infrastructure specialists.

Incidents and service requests are classified as resolved when Viaservice sends the resolution information to End User. Requests shall be closed after End User has approved the resolution or automatically after thirty (30) days if no response has been received. To prevent incidents, Viaservice shall do root cause analysis and take corrective actions as a part of the continuous problem management process.

9.Time Window of Support

Viaservice shall ensure that up-to-date contact information and local business service hours including official holidays are published on the Website under http://www.transfollow.org/support. Response times are based on local business hours per country as defined on the Website.

10.Languages

All Support Services are provided in English as the standard. However, Viaservice may perform the Support Services in other languages if suitable.

11.Level of Severity Classes

Viaservice shall determine, at its sole discretion, which severity class a request belongs to and reserves the right to change the severity class at any time. The prioritization of incidents or requests shall be according to the following categories:

- Critical: The whole production system is out of use, there is no workaround solution, and the business impact is high. To note that a phone call with Viaservice is required for classifying an incident to this severity level.

- High: There is a serious degradation of system responses, a loss of key functionality under normal conditions, an important system component is unusable or a frequent failure of an important system occurs, and in any such case the incident affects more than twenty five percent (25 %) of End User's overall users, there is no workaround available and the business impact is high. To note that a phone call with Viaservice is required for classifying an incident to this severity level.

- Medium: There is (i) a reduced functionality due to error(s) affecting the overall system, (ii) a limited degradation of the system performance, or (iii) random outages in the system availability, and in any such case the incident affects more than twenty five percent (25 %) of End User's overall users, or the majority of users in a single office and a workaround solution is available, and the business impact is low.

- Low: A non-significant effect on functionality of the system affects only individual users, business documents or specific, non-critical functions of the system, and the business impact is low.

Service requests, inquiries, enhancement requests and change requests are classified as "low" unless otherwise specified. For incidents to be classified as "critical" or "high" End User shall report the incident using the self-service web portal or the contact form followed up by a telephone call to Viaservice. Viaservice's service response times shall be measured and monitored.

12.Standard Response Time Targets

Viaservice's response time targets during normal business hours shall be as follows: "Critical": within one (1) working hour; "High": within eight (8) working hours, "Medium": within sixteen (16) working hours, "Low": within forty (40) working hours. Response time shall mean the time from which Viaservice has received a request to the point in time when Viaservice starts working on the incident or service request. The following shall not be considered as incidents and shall therefore always be classified as low:

- Scheduled service maintenance;

- Other planned service maintenance breaks agreed between Viaservice and End User in advance;

- Incidents caused by End User's own equipment, IT solution, software or errors that result from End User's systems not being in accordance with Viaservice's technical specifications;

- Incidents caused by third-party vendors and changes to ERP systems that impact the Platform; or

- Service requests, inquiries, enhancement requests and change requests.

Viaservice shall undertake all commercially reasonable efforts to comply with the before mentioned response time targets. Occasionally, actual response times may exceed the response time targets specified above. For a committed response and resolution time, the parties shall agree on a Customer Service Management.

When an action to be taken to respond to or to resolve an incident or a service request falls beyond the control of Viaservice (for example, End User is waiting for the end licensee or the involved third party to perform an action or provide necessary information) or is decided

by Viaservice to be performed during a scheduled maintenance window, the respective response time for handling the case shall be increased by a grace period. The grace period shall correspond to (i) the time needed by End User and/or a third party to perform the necessary action or provide the necessary information and to communicate the completion of this to End User, or (ii) the time between the date and time when the request was logged and the start of the scheduled maintenance window.

The standard response time targets shall not be applicable to requests concerning any version of the service which is not yet in production. During planned outages the incident or service request will be logged and handled, but no guarantee shall apply.

In order to allow Viaservice to meet the standard response times End User shall meet the following requirements:

- The Support Service is implemented and operated in accordance with all instructions given by Viaservice;
- End User notifies Viaservice of any incident in the service within ten (10) calendar days after the discovery;
- End User has properly implemented all updates recommended by Viaservice with respect to any third-party software that materially affects the performance of the Support Services;
- End User has properly maintained all associated equipment, software and environmental conditions in accordance with the applicable specifications and industry standards;
- End User has not introduced other equipment or software that may have an adverse impact on the Support Services; and
- End User has paid all amounts due and is not in default of any provision of any agreement.

13.Excluded Services

The Customer Support Services shall cover the Platform related services and any third-party applications which have been agreed as being within the scope of these Terms and specified in the accompanying order form or agreement. The Customer Support Services shall not cover the response and resolution of issues for which the root cause has been identified in the following areas:

- Any incident caused by End User or by any third party;
- Incidents resulting out of malfunction of End User’s server or network infrastructure;

- Incidents resulting from changes to the application software or configuration where the changes have been carried out by End User or third-party staff without the knowledge of Viaservice or an approved Viaservice partner;

- Incidents resulting out of malfunction of the database management systems that create anomalous behavior in the applications;

- Incidents arising from changes to the production system that have not been tested in a non-production environment;

- Issues resulting from software versions that are carried out by End User or third-party staff that are not certified or approved by Viaservice;

- Incidents arising from network operator or third-party software, such as operating system, back-up tools, anti-virus software and ERP systems;

- Provision of ad-hoc reports requested by End User;

- Requests that are logged as, or through investigation are identified as, change requests;

- Requests that are logged as, or through investigation are identified as, enhancement requests;

- Requests that relate to administrative functions, such as queries about invoices issued by Viaservice;

The resolution time (if any) shall only apply to the Platform. The resolution time for incidents relating to third-party products cannot be controlled by Viaservice. The resolution of certain incidents might require the involvement of Viaservice's Development Department, in which case the resolution time (if any) is subject to the then applicable Viaservice product release and maintenance schedules, of which Viaservice will inform End User in due time.

14.Maintenance Conditions for the Platform

Viaservice will carry out maintenance work for the Platform from time to time at its sole discretion. Viaservice will inform End User at least one (1) week in advance about the reason and the duration of the intended maintenance work and the time window during which such maintenance work will be carried out. Viaservice will preferentially carry out the maintenance work during night hours, weekends and bank holidays. Viaservice will keep End User informed about the maintenance work carried out.

The maintenance services as part of the Customer Support Services shall include End User's right to obtain and/or use new versions of the Platform. Viaservice shall keep End User informed about major updates of the Platform. Viaservice may, at its sole discretion, discontinue the maintenance of any part of the Platform. If Viaservice decides to discontinue

the maintenance of any part of the Platform it shall inform End User accordingly and shall grant End User a grace period of generally one hundred eighty (180) days prior to the definite discontinuation of the respective part of the Platform. During such grace period End User shall carry out all necessary changes to stop using the discontinued part of the Platform at the end of the grace period.

15.Error Repair Procedure

End User shall notify Viaservice of any error through the Platform followed by an error specification In Writing containing details of the error that are necessary for Viaservice to diagnose the error. Viaservice shall confirm the receipt of the notification. Viaservice and the End User shall jointly clarify the extent of the error when necessary.

Following classification of the associated incident as critical or high, Viaservice shall use all commercially reasonable efforts to correct the error(s) or provide a suitable workaround solution to the extent possible. However, Viaservice shall not warrant that it is able to correct the error in any particular case. Viaservice shall solely decide the error correction procedure. If the error is already known and there is a maintenance release available, then Viaservice shall provide the maintenance release to End User as a corrective measure.

For errors that cause critical and high-class incidents as defined above, Viaservice shall start trouble-shooting within the above stated response time with the intention to at least provide a workaround solution in a reasonable time. For errors that cause medium class incidents, Viaservice shall try to correct the error in the next standard release. In case of errors that cause a low-class incident Viaservice may, at its discretion, include a correction of the error in a later standard release.

16.Technical Requirements

End User shall meet the technical requirements for the Platform as defined on the Viaservice site https://developer.transfollow.com. Technical requirements may change on software upgrade. The costs related to any required upgrades in the related software or hardware for compliance with the technical requirements shall be borne by End User.

End User shall, at its own expense, inform Viaservice of any changes in End User's systems that End User plans to make, including anticipated changes, if the changes may affect the functionality or interoperability of the software or the interfaces between the software and End User's system.

17.Periodic Review

The Customer Support Services shall be valid from the Effective Date and shall remain valid until further notice. Viaservice and End User shall review and discuss the Customer Support Services at a minimum once per calendar year. The scope of the Customer Support Services may be amended, provided mutual agreement is obtained from both sides.

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