

General Terms & Conditions

This Software as a Service (SaaS) Agreement (**the "Agreement"**) is entered into as of the date mentioned on the attached Order Form/Project Agreement (**the "Effective Date"**) between Spark Horizon GmbH (**"VIANOVA"**) with a place of business at c/o BK-Services AG, Baarerstrasse 8, 6302 Zug (SWITZERLAND), and the customer listed on the attached Order Form/Project Agreement (**the "Municipality"**).

The Agreement includes and incorporates the attached Order Form/Project Agreement with its Exhibits, and these General Terms & Conditions with Exhibits A B and C below. It contains, among other things, a software license, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms or agreement in relation to the same subject matter as this Agreement, unless such are materialized in writing and signed by both Parties after the Effective Date. In case of contradiction, inconsistency or conflict of interpretation between two clauses or more in the Agreement, the General Terms & Conditions shall prevail.

Whereas

1. The Municipality has authorized one or several third-party organizations (**the "Mobility Providers"**) to provide mobility services on its territory, including (but not limited to) bus and train services, free-floating e-scooters, bicycles and motorcycles and ride-sharing or ride-hailing services (**"Mobility Services"**), which may involve the making available of mobility devices to the general public by Mobility Providers on said territory (**"Mobility Services"**). To that end, Mobility Providers have entered into binding commitments with the Municipality, as materialized in a tender or any equivalent document (**the "Tender"**).
2. The Municipality wishes to use raw mobility data relating to the use of Mobility Services (**"Raw Mobility Data"**) for the purpose of pursuing digitizing, enabling, facilitating or enhancing activities and policies carried out on its territory, whether by Municipality itself or through its own agents, public institutions and vendors, in fields such as public and private transport, school, police, urban planning, city infrastructure management, energy, water and Internet distribution (**"Municipality Purposes"**).
3. VIANOVA provides a set of digital services allowing municipalities to get analytics based on Raw Mobility Data and other data to be provided by the Municipality and/or Mobility Providers (**"Mobility Insights"**) and to make decisions based on said Mobility Insights. These services, as further described under Article 2 of this Agreement, may include, depending on the Order Form/Project Agreement, (i) retrieval, hosting and audit of Raw Mobility Data from Mobility Providers, (ii) creation of Mobility Insights through VIANOVA's own proprietary tools and algorithms, (iii) the making available to the Municipality of an access to a web-based, personalised data management platform, allowing for the visualisation of Mobility Insights (**the "Management Platform"**), and/or (iv) the making available to the Municipality of an application programming interface allowing for the downloading of Mobility Insights in a digital format (**the "API"**).
4. The Municipality has elected to procure all or some of these services in connection with Raw Mobility Data, to better fulfil the Municipality Purposes.

5. The Parties have met to further explore the Municipality Purposes and the Municipality's IT and city environment. The Municipality has provided appropriate information regarding its needs, including a series of actionable KPI consisting in concrete use cases, which the Municipality intends to achieve as part of the Municipality Purposes (the "**Municipality Use Cases**") (as listed in Annex A), and VIANOVA has provided appropriate advice and documentation in consideration thereof.

Now the Parties have agreed as follows

1. DEFINITIONS

Besides those terms that are defined in other parts of this Agreement, the terms starting with a capital letter within this Agreement, whether they are used in singular or plural form, shall have the definition provided below:

- "**Administrator**" means the one Authorized User individually designated and authorized by the Municipality to manage and supervise other Authorized Users and exercise IT admin rights within the Municipality's organization.
- "**Authorized Users**" means the Municipality's employees, agents, and independent contractors who are individually designated and authorized by the Municipality to access and use the Management Platform under this Agreement.
- "**Critical Service Failure**" means a situation where Services are entirely unavailable or non-functioning;
- "**Mobility Provider Data**" means any data or information provided or made available to VIANOVA or the Municipality by a Mobility Provider in the context of this Agreement and/or the Municipality Purposes. For clarity, Mobility Provider Data includes at least Raw Mobility Data.
- "**Municipality Data**" means any data or information provided or made available to VIANOVA by the Municipality to allow for or facilitate provision of the Services. For clarity, Municipality Data does not include Mobility Provider Data and Use-Related Data.
- "**Non-Critical Service Failure**" means a situation where Services are partially unavailable or non-functioning, or degraded or slowed down.
- "**Services**" means the services to be provided by VIANOVA to the Municipality as per this Agreement, as specifically listed on the Order Form/Project Agreement.
- "**Service Failure**" means either a Critical Service Failure or a Non-Critical Service Failure.
- "**Term**" means the duration of this Agreement, as defined under Article 8.1.
- "**Use-Related Data**" means any data or information related to, or derived from, the actual use of the Management Platform by Authorized Users, including, but not limited to, information relating to decisions made and policies crafted through dedicated features of the Management Platform.

2. PROVISION OF SERVICES

Subject to the terms of this Agreement, VIANOVA will use commercially reasonable efforts to provide the Municipality the Services as specifically listed on the Order Form/Project Agreement, subject to the terms and conditions detailed hereunder (as applicable).

2.1. Implementation services: VIANOVA shall assist the Municipality in implementing the Services by providing implementation services as further described in the Order Form/Project Agreement. The Parties recognize that dates and delays stipulated in said Order Form/Project Agreement, and more generally in this Agreement, are but pure estimates, depend on the Municipality's and Mobility Providers' due cooperation, and are in no case binding on VIANOVA. The Municipality shall duly and promptly cooperate with VIANOVA to facilitate provision of these implementation services, including through the making available of all necessary Municipality Data and sufficiently skilled and unchanging contact persons and Authorized Users.

2.2. Retrieval of Raw Mobility Data: VIANOVA shall retrieve Raw Mobility Data directly from Mobility Providers. To that end, VIANOVA shall act based on Municipality's own agreement with Mobility Providers (as materialized in the Tender). Therefore, Municipality shall ensure that said agreement makes it possible for VIANOVA to lawfully collect Raw Mobility Data directly from Mobility Providers, through Mobility Providers' dedicated APIs and in Mobility Data Specification ("**MDS**") format or (if and only if provision of Mobility Data in MDS format is not accepted by Mobility Providers) in any MDS-like format or in GBFS format. In case the Municipality engages a Mobility Provider which is not listed on the Order Form/Project Agreement, the Municipality shall take all appropriate measures to allow VIANOVA to liaise with that Mobility Provider and retrieve its Raw Mobility Data in accordance with this Agreement, including (without limitation) by spontaneously providing VIANOVA with the name, contact details and all relevant information regarding the Mobility Provider (in writing).

2.3. Data management and audit: VIANOVA shall (i) host Mobility Data retrieved as per Article 2.2 above in a secured manner, using state-of-the-art technical and organizational security measures, (ii) assess the completeness, accuracy and format of such Mobility Data based on statistical methods and information made available by the Municipality and/or Mobility Providers, and (iii) provide the Municipality with real-time and/or historical reports regarding the completeness, accuracy and format of such Mobility Data, based on the foregoing assessment, for instance through real-time notices on the Management Platform. The foregoing (ii) and (iii) shall in no case be construed as a personal commitment, on VIANOVA's part, as to the completeness, accuracy or quality of Mobility Data, such being the responsibility of Mobility Providers only.

2.4. Creation of Mobility Insights: VIANOVA shall generate Mobility Insights by using its own proprietary tools and algorithms, based on Mobility Provider Data (including Raw Mobility Data retrieved as per Article 2.2 hereabove). Mobility Insights include any data derived or aggregated from Mobility Provider Data, either alone or in combination with Municipality Data or other information otherwise made available to VIANOVA, through VIANOVA's own proprietary tools and algorithms, which include machine-learning algorithms and other innovative, IP-protected solutions. Mobility Insights shall be made available to the Municipality through the Management Platform. The Municipality recognizes and agrees that it shall have no access to VIANOVA's own proprietary tools and algorithms, but only to the Mobility Insights generated thereby, and only for the duration of this Agreement.

2.5. Access to the Management Platform: VIANOVA shall make the Management Platform available to Authorized Users, as individually designated by the Municipality, in accordance with the Service Level Agreement (SLA) set forth in Exhibit A. This requires the Municipality to (i) provide VIANOVA with the Administrator's name and email address, and (ii) provide VIANOVA with a comprehensive list of Authorized Users, including their professional email address, for creation of their individual accounts. The Management Platform is a web-based application allowing Authorized Users to (i) visualize Raw Mobility Data and Mobility Insights, (ii) craft and enforce geo-fenced policies through dedicated

features of the Management Platform, which may include, as applicable, automated policy recommendations issued by VIANOVA's proprietary tools and algorithms based on Mobility Insights ("Calls to Action" or "CTAs"), and (iii) monitor efficiency of such policies and Mobility Providers' compliance therewith through real-time and historical KPIs. The Municipality recognizes and agrees that CTAs are purely non-binding recommendations, and that VIANOVA can make no commitment as to their accuracy with regard to the Municipality's specific situations and needs; it is Municipality's sole responsibility to assess whether to follow such recommendations or not, including through appointing sufficiently skilled and advised Municipality agents as Authorized Users. Municipality shall also be sole responsible for the policies crafted and decisions made through the Management Platform and/or based on information available thereon, and for the effects and consequences of such policies and decisions.

2.6. Access to the API: VIANOVA shall also make the API available to Authorized Users, as individually designated by the Municipality. The API consists in an interface allowing for the downloading of Mobility Insights in a digital format, and thereby for the retention of reuse of said Mobility Insights by Authorized Users in relation with Municipality Purposes.

2.7. Support services: Subject to the terms hereof, VIANOVA will provide the Municipality with reasonable technical support services in accordance with the terms set forth in Exhibit B.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. VIANOVA's responsibility

The Municipality recognizes and agrees that VIANOVA's ability to deliver the Services in accordance with this Agreement directly depends on its having continuous and permanent access to accurate, up-to-date, secure and reusable Raw Mobility Data from Mobility Providers. VIANOVA shall incur no liability should Services be interrupted, unavailable or degraded or should Mobility Provider Data prove incomplete, erroneous, inaccurate, corrupted, unusable, unsecure or unavailable due to any Mobility Provider's failure or refusal to provide such access.

In any case, VIANOVA's responsibility hereunder is limited to providing the Services as described in Article 2 hereabove and in accordance with the Service Level Agreement in Exhibit A. The Municipality recognizes and agrees that VIANOVA's responsibility to provide the Services under this Agreement is but a best effort obligation, which directly depends on service level commitments of VIANOVA's own vendors and service providers. VIANOVA can make no commitment as to the accuracy of Mobility Insights and CTA or their ability to fulfil the Municipality Purposes and/or to enable or facilitate Municipality Use Cases.

The Municipality recognizes and represents that VIANOVA has complied with all applicable duty to inform and advise the Municipality, as based on information and documentation actually provided by the Municipality regarding its needs and context, its IT and city environment and the Municipality Purposes and Municipality Use Cases, as of the Effective Date. The Municipality shall promptly inform VIANOVA of any change in the latter which could affect the Services after said Effective Date, in the course of the Agreement.

3.2. Municipality's responsibility

The Municipality shall ensure and represent that its own agreement with each Mobility Provider (as materialized in the Tender) provides all necessary rights and authorizations for VIANOVA to access, collect and use their Mobility Provider Data in connection with the Municipality Purposes. To that end, the Municipality shall ensure, at least, that (i) it obtains a license from each Mobility Providers covering all current and future uses of Raw Mobility Data in relation to Municipality Purposes and (ii) the license

allows the Municipality to grant VIANOVA a sub-license of the exact same scope and content, for the purpose of this Agreement.

The Municipality shall promptly and continuously cooperate with VIANOVA to facilitate provision of the Services, including by (i) spontaneously providing all necessary and useful Municipality Data in appropriate and reusable format, (ii) appointing the Administrator to be VIANOVA's contact person for all practical and technical aspects relating to the Services (especially Implementation Services) (iii) promptly notifying VIANOVA of any identified Anomaly, and (iv) ensuring that Mobility Providers comply with their obligation to provide Raw Mobility Data to VIANOVA.

The Municipality represents, covenants, and warrants that only Authorized Users will use the Services, and that they will use it in compliance with VIANOVA's standard published policies then in effect (**the "Policy"**), this Agreement, its own agreement with Mobility Providers (as materialized in the Tender, including in particular Municipality's own license to access and use Mobility Provider Data) and all applicable laws and regulations. The Municipality hereby agrees to indemnify and hold harmless VIANOVA against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Municipality's use of Services. Although VIANOVA has no obligation to monitor the Municipality's use of the Services, VIANOVA may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, including through making the Management Platform unavailable to one or several specific Authorized User(s) or to all and any Authorized Users.

The Municipality shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (**collectively the "Equipment"**). The Municipality shall also be responsible for maintaining the security of the Equipment, Authorized Users' accounts and passwords (including but not limited to Authorized Users' passwords on the Management Platform), Municipality Data during its transmission to VIANOVA, and for all uses of the Management Platform and/or the Equipment with or without the Municipality's knowledge or consent.

4. CONFIDENTIALITY

Each Party ("**Receiving Party**") recognizes that the other Party ("**Disclosing Party**") has disclosed or may disclose business, technical, financial or otherwise sensitive or strategic information relating to the Disclosing Party's business or activities in the context of the Agreement ("**Proprietary Information**"). Proprietary Information of VIANOVA includes non-public information regarding features, functioning and performance of the Services. Proprietary Information of the Municipality consists in any non-public Municipality Data.

The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information (except to the extent necessary to execute this Agreement, or as specifically authorized in this Agreement, or as ordered by legally competent authorities, in which last case the Receiving Party shall promptly inform the Disclosing Party use best efforts either to challenge the order or to redirect said authorities to the Disclosing Party). The foregoing shall apply for five (5) years following the disclosure of the respective Proprietary Information, regardless of the end of this Agreement. It shall not apply, however, to any Proprietary Information that the Receiving Party can document (i) is or becomes generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed by the Receiving Party without using any Proprietary Information of the Disclosing Party.

5. INTELLECTUAL PROPERTY (IP)

5.1. VIANOVA's IP

The Management Platform, tools and algorithms used for the creation of Mobility Insights, as well as Mobility Insights themselves and all source codes, software, programs, applications, business methods and documentation used, acquired or developed by VIANOVA in the context of providing the Services, are VIANOVA's own and exclusive property.

Notwithstanding the foregoing, VIANOVA hereby grants the Municipality a non-exclusive, non-transferable, non-sublicensable license to use the software that runs the Management Platform (**the "Software"**) and Mobility Insights, said license being strictly limited to the extent necessary to use the Services in accordance with this Agreement, and for the Term only.

In any case, the Municipality will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, user-interface, look and feel, know-how of the Software, documentation or data related to the Services, (ii) modify, translate, or create derivative works based on the Software, (iii) combine or associate the Software with other software or equipment except as specifically authorized by VIANOVA, (iv) use the Services or the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, or (v) market, disclose or sub-license the Services or the Software to any third party, or provide access to the Management Platform to any person other than Authorized Users. VIANOVA reserves the exclusive right to bring any patches or updates to the Software and to provide for a backup version of the Software, as VIANOVA will deem necessary to provide the Services.

VIANOVA shall hold the Municipality harmless from liability to third parties resulting from infringement by the Software of any such third party's IP rights, provided VIANOVA is (i) promptly notified of any and all threats, claims and proceedings related thereto and (ii) given reasonable assistance and the opportunity to assume sole control over defence and settlement (VIANOVA will not be responsible for any such settlement it does not approve in writing).

The foregoing obligation does not apply with respect to portions or components of the Services (i) not supplied by VIANOVA, (ii) made in whole or in part in accordance with the Municipality's specifications, (iii) that are modified after delivery by VIANOVA, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination. The foregoing obligation also do not apply where (v) the Municipality continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) the Municipality's use of the Services is not strictly in accordance with this Agreement.

If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by VIANOVA to be infringing, VIANOVA may, at its option and expense, (i) replace or modify the Services so that they be non-infringing, (ii) obtain for the Municipality a license to continue using the Services, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and the Municipality's rights hereunder and provide the Municipality with a refund of any prepaid, unused Fees.

VIANOVA authorizes the Municipality to use its trademark, name and logo as a way to make reference to the Parties' cooperation in connection with the Municipality Use Cases.

5.2. Municipality's IP

The Municipality shall own all right, title and interest in and to the Municipality Data. Notwithstanding the foregoing, VIANOVA shall have the right to collect and analyse Municipality Data and any other information necessary for the provision, use and performance of the Services (such as information

relating to Municipality's systems and technologies), and VIANOVA will be free (during and after the Term) to (i) use such information and Municipality Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other VIANOVA products and services, and (ii) disclose such information and Municipality Data (except for Proprietary Information as per Article 5) solely in aggregate form in connection with its business.

The Municipality shall hold VIANOVA harmless against any claim or liability to third parties resulting from VIANOVA's processing and use of Municipality Data in the context of providing the Services.

The Municipality authorizes VIANOVA to use its trademarks, names and logos as a commercial reference and to make reference to the Parties' cooperation in the context of promoting the Services.

6. DATA PROTECTION

The Parties recognize that providing the Services may require VIANOVA to collect and/or process personal data as defined under applicable laws and regulations, including Regulation (EU) 2016/679 ("GDPR").

Indeed, Raw Mobility Data, in particular, may contain personal data inasmuch as it includes unique Mobility Device identifiers. On the other hand, the Parties recognize that Mobility Insights are not personal data *per se*, granted that they do not include any such unique identifier and do not allow for re-identification of individuals. Any combination and/or association of Mobility Insights with other information that would allow for such re-identification lies outside the scope of the Services as proposed by VIANOVA under this Agreement, and shall be performed at Municipality's sole risks and expenses.

For those personal data processing activities which are carried out in the context of this Agreement, the Parties agree that the Municipality qualifies as the data controller, and VIANOVA as the data processor. These processing activities shall be carried out in compliance with Annex F of this Agreement (Data Processing Agreement ("GDPR Terms")).

7. PAYMENT OF FEES

The Municipality shall pay VIANOVA the then-applicable fees as described in the Order Form/Project Agreement and further detailed under Annex C ("**Fees**"). VIANOVA shall bill Fees through the sending of monthly invoices to the Municipality. If the Municipality's use of the Services exceeds the Service Capacity set forth on the Order Form/Project Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), the Municipality agrees to pay for such extra use; the respective additional fees shall be added to the amount of the respective monthly invoice.

The Municipality shall pay all and any invoice thirty (30) days at most after the date of the invoice. Should Municipality fail to pay any amount within that 30-day period, VIANOVA shall have the right to suspend Municipality's access to the Services until a full payment is received. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. The Municipality shall be responsible for the payment of all taxes associated with its procurement and use of the Services.

Any claim or dispute relating to Fees or invoices must be notified by the Municipality to VIANOVA in accordance with Article 12.6 no later than sixty (60) days after the closing date on the first billing

statement in which the error or problem appeared; any such claim or request received after that 60-day period will not be deemed precluded.

VIANOVA may revise the Fees at each new Term, provided that it informs the Municipality accordingly at least three (3) months before the end of the then-current Term, thereby giving Municipality the opportunity to oppose renewal of the Agreement. Revised Fees shall start to apply on the first day of the new Term.

Fees as stipulated in this Agreement do not include taxes. Municipality shall be responsible for the payment of all and any applicable taxes in the context of procuring the Services.

8. TERM AND TERMINATION

8.1. Term

This Agreement is entered into as of the Effective Date, for the Term specified in the Order Form/Project Agreement. It shall be tacitly renewed at the same conditions at the end of the Term (except for revision of the Fees as stipulated in Article 7 above), unless Municipality has notified VIANOVA of its intention not to renew the Agreement in accordance with Article 12.6 below at least two (2) months before the end of the then-current Term.

As an exception, in the context of a **"Pilot Offer"**, the initial Term may be shorter than subsequent renewed Terms and/or not tacitly renewable, in which case the Order Form/Project Agreement shall bear a clear and specific mention of (i) the duration of the initial Term, (ii) the duration of subsequent renewed Terms, and (iii) tacit or not tacit renewal of the initial Term.

8.2. Termination for convenience

Municipality may terminate this Agreement for convenience at any time during any given Term. In such event, the Municipality shall pay VIANOVA all Fees and additional fees (as applicable) for the then-current Term and shall be entitled to no reimbursement or compensation whatsoever.

8.3. Termination for breach

In addition to any other remedies it may have, either Party may terminate this Agreement upon thirty (30) day notice (or without notice in case the breach consists in Municipality's failure to pay due Fees), if the other Party materially breaches any of the terms or conditions of this Agreement. The Municipality will pay in full for the Services up to and including the last day on which the Services are provided.

8.4. End of Agreement

At the end of this Agreement, be it in case of termination or at the end of the Term, the Municipality shall lose all access to the Services, including in particular the Management Platform and Mobility Insights. VIANOVA will make all Municipality Data and Raw Mobility Data collected by VIANOVA during the Agreement available to the Municipality for electronic retrieval for a period of thirty (30) days, after which VIANOVA shall erase such Municipality Data and Raw Mobility Data.

However, VIANOVA shall have the right to retain, even after the end of this Agreement, (i) all Mobility Insights, (ii) all Use-Related Data, and, as an exception to the last paragraph, (iii) anonymized Raw Mobility Data, and to reuse such Mobility Insights, Use-Related Data and anonymized Raw Mobility Data for its own activities and purposes, which shall be compatible with Municipality Purposes, and may include purposes such as optimization of VIANOVA's products and services and market analysis.

All and any clauses of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations (Article 4), accrued rights to

payment (Article 7), warranty disclaimers (Article 9), non-competing obligations (Article 10), and limitations of liability (Article 11).

9. WARRANTY AND DISCLAIMER

VIANOVA shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by VIANOVA or by third-party providers, or because of other causes beyond VIANOVA's reasonable control, but VIANOVA shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

HOWEVER, VIANOVA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND VIANOVA DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MUNICIPALITY IS SOLE AND EXCLUSIVE RESPONSIBLE FOR ENSURING THAT THE SERVICES, MUNICIPALITY PURPOSES, MUNICIPALITY USE CASES AND AUTHORIZED USERS' ACTUAL USE OF THE SERVICES COMPLY WITH LAWS AND REGULATIONS TO WHICH IT IS SUBJECT, SUCH AS DATA PROTECTION LAWS, OPEN DATA REGULATIONS, CITY COUNCIL REGULATIONS, TENDER REGULATIONS AND PUBLIC LAW; MUNICIPALITY SHALL HOLD VIANOVA HARMLESS AGAINST ANY CLAIM, SANCTION OR LIABILITY RESULTING THEREFROM.

10. NON-COMPETITION

The Municipality commits (i) not to develop, register, promote, market, offer or make available by any means whatsoever, independently or in conjunction with others, either by itself or through third parties, any competing product or service as compared with the Services as a whole, any part of the Services, Mobility Insights and/or the Management Platform. The Municipality also commits (ii) not to recruit any member of VIANOVA's personnel involved in the conception, development, marketing and/or provision of the Services.

These non-competition obligations shall apply for the whole Term and three (3) more years after the end of the Term. Any infringement of these obligations shall be sanctioned with a EUR 100,000.00 penalty (*clause pénale*), without prejudice to any indemnification VIANOVA could claim for.

11. LIMITATION OF LIABILITY

Without prejudice to any further limitations set forth in this Agreement, VIANOVA's liability hereunder shall be limited to indemnification of direct harms and losses personally suffered by the Municipality as a result of VIANOVA's intentional breach of the Agreement, to the extent that such harms were foreseeable as of the Effective Date. VIANOVA's liability shall in no event cover any commercial loss, reputational or image damages or loss of opportunity suffered by Municipality or third parties. In any case, VIANOVA's liability under this Agreement shall not exceed the amount of Fees actually paid by the Municipality during the last six (6) months of the then-current Term (without prejudice to any further limitation stipulated elsewhere in this Agreement). VIANOVA shall in no event be liable for any breach,

harm or damage caused or aggravated (i) by any third party, (ii) by the Municipality's or Authorized Users' own malicious behaviour, gross negligence, infringement of this Agreement or violation of any law, or (iii) by a case of force majeure.

The Parties agree and represent that the amount of the Fees is calculated in consideration of all limitations, restrictions and disclaimers in connection to VIANOVA's liability under this Agreement, which as such reflect the mutually acceptable cost-to-risk distribution as agreed by the Parties.

12. MISCELLANEOUS

12.1. Agreement on proof: The Parties agree that logs and other electronic data stored on VIANOVA's IT systems shall prevail, as a proof, for all matters relating to execution of this Agreement, unless they are otherwise proved erroneous, falsified, corrupted or incomplete.

12.2. Invalidity: If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.3. Non-transferability: This Agreement is not assignable, transferable or sublicensable by the Municipality except with VIANOVA's prior written consent. VIANOVA may transfer and assign any of its rights and obligations under this Agreement without Municipality's consent.

12.4. Entire agreement: This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.5. Independence: No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Municipality does not have any authority of any kind to bind VIANOVA in any respect whatsoever.

12.6. Notifications: All notices under this Agreement will be in writing and will be deemed to have been duly given (i) when received if personally delivered; (ii) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

12.7. Jurisdiction and applicable law: ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THE EXISTENCE, VALIDITY, INTERPRETATION OR EXECUTION OF THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AND TRIBUNALS OF ZURICH (SWITZERLAND) AND SHALL BE SETTLED BY THE LATTER THROUGH EXCLUSIVE APPLICATION OF THE LAWS OF SWITZERLAND. THE PARTIES AGREE THAT THE ENGLISH VERSION OF THIS AGREEMENT, AS MADE AVAILABLE BY VIANOVA UPON MUNICIPALITY'S FIRST REQUEST, SHALL PREVAIL AS A PROOF AND IN CASE OF A CONFLICT OF INTERPRETATION, UNLESS PROVED ERRONEOUS, FALSIFIED OR INCOMPLETE

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

The Services shall use commercially reasonable efforts, conditional on service level commitments of VIANOVA's own vendors and service providers, to ensure that Services are available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If the Municipality requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond VIANOVA's control will also be excluded from any such calculation.

The Municipality's sole and exclusive remedy, and VIANOVA's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than three hours, VIANOVA will credit the Municipality 3% of Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day.

Downtime shall begin to accrue as soon as the Municipality (with notice to VIANOVA) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, the Municipality must notify VIANOVA in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. VIANOVA will only apply a credit to the month in which the incident occurred. VIANOVA blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of VIANOVA to provide adequate service levels under this Agreement.

EXHIBIT B SUPPORT TERMS

1. TECHNICAL SUPPORT

VIANOVA will provide Technical Support to the Municipality via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm GMT+1 time, with the exclusion of Public Holidays (“Support Hours”).

The Municipality may initiate a Technical Support ticket during Support Hours by calling (+33) 6 17 87 49 21 or any time by emailing support@vianova.io. A Swiss number will be added before the start of the pilot.

VIANOVA will use commercially reasonable efforts to respond to all Technical Support tickets within one (1) business day. Technical Support tickets requiring correction of Service Failures by VIANOVA shall be processed in accordance with the next article.

2. CORRECTIVE MAINTENANCE (SERVICE FAILURES)

Service Failures must be reported to VIANOVA using the Technical Support made available under the terms and conditions above. VIANOVA shall correct Service Failures in the same order as they were reported by the Municipality, Critical Service Failures being given priority. Service Failures caused or aggravated by (i) malicious or grossly negligent actions of Authorized Users, (ii) combination, association or interaction of the Software with non-compatible software or equipment, (iii) use of the Services by persons other than Authorized Users, (iv) modification of the Software by the Municipality or (v) any infringement or tentative of infringement of this Agreement are not covered by these Support Terms; VIANOVA reserve the right to bill additional fees to Municipality for the handling of such situations. On-site interventions shall be charged at real cost, including travel expenses.

EXHIBIT C

DATA PROCESSING AGREEMENT (“GDPR TERMS”)

This Data Processing Agreement (“DPA”) is part of the Agreement. It is intended to ensure that processing of personal data in the context of the Agreement is carried out in compliance with applicable laws and regulations, as per Article 28 of GDPR.

1. DEFINITIONS AND QUALIFICATIONS

Except where explicitly stated otherwise in this DPA, the terms “Binding Corporate Rules”, “Controller”, “Data Breach”, “Data Subjects”, “Data Supervisory Authority”, “Personal Data”, “Processing” and “Processor” shall have the same meaning in this DPA as in the GDPR. The terms defined in the General Terms & Conditions shall have the meaning assigned therein.

Besides, the following terms shall have the following meanings:

- **“Applicable Data Protection Laws”** means all and any laws, regulations and other domestic, EU or international rules applicable to Processing of Personal Data in the context of the Agreement, including in particular GDPR and all and any domestic data protection laws of EU Member States enacted to complement or specify the provisions of GDPR, as well as all laws, regulations and other domestic, EU or international rules applicable to the processing of electronic communication data, the use of tracking technologies such as cookies and direct marketing (generally known as “PECR”), as applicable.
- **“Third Country”**: means any country that is not part to the European Economic Area.

For all and any Processing carried out in the context of execution of the Agreement, the Parties hereby expressly recognize that the Municipality is the Controller and VIANOVA is a Processor.

2. SCOPE OF ENTRUSTED PROCESSING ACTIVITIES

For the sole purpose of execution of the Agreement, the Municipality hereby authorizes VIANOVA to carry out Processing of the Entrusted Personal Data as specified hereinafter (“**Entrusted Processing Activities**”):

- **Purpose of Entrusted Processing Activities**: providing the Services as further described in this Agreement.
- **Categories of Data Subjects**: Mobility Providers' customers, i.e. users of Mobility Services, and any other living natural persons identified or identifiable through or based on Entrusted Personal Data.
- **Categories of Entrusted Personal Data**:
 - Raw Mobility Data, consisting in unique Mobility Device identifiers and trip information (start time, time of arrival, GPS coordinates of starting point and arrival point, distance and duration of the trip) in MDS, MDS-like or GBFS format.
 - All and any other Personal Data contained in Municipality Data or Mobility Provider Data.
- **Nature of Entrusted Processing Activities**: all and any processing activities necessary to provide the Services, including, but not limited to, (i) collection of Entrusted Personal Data from Mobility Providers and/or Municipality, (ii) hosting of Entrusted Personal Data and (ii) aggregation of Entrusted Personal Data to generate Mobility Insights.
- **Duration of Entrusted Processing Activities**: this DPA is entered into and will remain in force until complete deletion or complete return of all Entrusted Personal Data to Municipality in compliance with Article 3.1.9 here above.

VIANOVA shall inform the Municipality of any change in the conditions of performance of its activities which may modify or otherwise impact in any way the specifications of Entrusted Processing Activities as described under this Article 2.

3. VIANOVA'S OBLIGATIONS

3.1. Processing on Municipality's documented instructions: VIANOVA shall process the Entrusted Personal Data upon the Municipality's documented instructions only, including with regard to transfers of Entrusted Personal Data to Third Countries, unless required to do so by EU law or domestic law of any EU Member State to which VIANOVA is subject; in

such a case, VIANOVA shall inform the Municipality of that legal requirement before complying with it, unless that law prohibits such information on important grounds of public interest. The Parties recognize that this DPA, and the Agreement in general, are Municipality's documented instructions for the purpose of this Article 3.1.

3.2. VIANOVA's assistance to Municipality: If applicable, VIANOVA shall take appropriate steps to assist the Municipality in complying with the following GDPR obligations: (i) Municipality's obligation to handle and answer Data Subjects' requests for exercise of their rights (article 12 GDPR), (ii) Municipality's obligations related to security of Entrusted Processing Activities (article 32 GDPR) and Data Breaches notification (articles 33 and 34 GDPR), and (iii) Municipality's obligations to conduct Privacy Impact Assessments (PIAs) and consultations of Supervisory Authorities (articles 35 and 36 GDPR). This assistance shall be conditional on the Municipality not being able to fulfil the respective obligations by its own means or through Mobility Providers themselves, as well as on VIANOVA's own skills, means, availabilities and resources. In particular, VIANOVA shall redirect any request it would receive from a Data Subject to the Municipality and shall in no case answer any such request by itself.

3.3. Security of Entrusted Processing Activities: VIANOVA shall take appropriate technical, logical and organizational measures so as to ensure adequate security of Entrusted Personal Data with regard to (i) the then-current state of the art and (ii) a reasonable assessment of the level of risk of Entrusted Processing Activities as described under Article 2 hereabove and/or in Municipality's documented instructions. The security measures in place as of the Effective Date include: aggregation of Entrusted Personal Data in Mobility Insights to prevent re-identification; privacy reviews for new features; strict access control and data segregation; multi-factor authentication; role-based access control; secrecy management; encryption of Entrusted Personal Data at rest and in transit; service isolation and firewalls; immutable audit logs; vulnerability scans; intrusion detection.

3.4. Confidentiality of Entrusted Personal Data: VIANOVA shall take appropriate measures to limit access to Entrusted Personal Data to the sole persons among its employees and Processors who need to access it to perform their missions in the context of the execution of the Agreement ("**Authorized Recipients**"). VIANOVA shall ensure that all and any Authorized Recipients are bound by appropriate confidentiality obligations with regard to Entrusted Personal Data, either through Non-Disclosure Agreements or through enforceable statutory, legal or regulatory confidentiality obligations imposed on the Authorized Recipients. In case VIANOVA is ordered by any jurisdiction, authority, administration or other public agent ("**Authority**") to provide access to Entrusted Personal Data, VIANOVA shall take appropriate measures to secure confidentiality of Entrusted Personal Data, such as the following:

- VIANOVA shall notify the Municipality of the order (if and to the extent such notification is not explicitly prohibited by the order itself or by applicable law or regulation) and comply with Municipality's documented instructions with regard to that order;
- Or, at its own discretion, VIANOVA shall use reasonable means either to (i) redirect the Authority to the Municipality, (ii) oppose the prohibition to notify Municipality of the order, or (iii) oppose validity or lawfulness of the order.

In any case, should the disclosure of Entrusted Personal Data to the Authority involve the transferring Entrusted Personal Data to a Third Country, VIANOVA shall promptly inform the Municipality.

3.5. Checks and audits: VIANOVA shall provide Municipality, upon Municipality's reasonable request, with appropriate evidence of its compliance with this DPA and Applicable Data Protection Laws. Such evidence may consist in certificates or affidavits from professional third parties, or in reports of audits carried out by VIANOVA itself. Should the evidence provided by VIANOVA appear insufficient, the Municipality may choose to conduct or have any third party ("**Third-Party Auditor**") conduct an audit of Entrusted Processing Activities in order to verify VIANOVA's compliance with this DPA and Applicable Data Protection Laws. Audits as per this Article 3.5 may only be conducted at VIANOVA's usual business hours and shall be conditional on Municipality's notification to VIANOVA of its intention to conduct an audit at least two (2) weeks before the start of audit operations. The notification shall comprise the designation of the persons or entities mandated by Municipality to conduct the audit. In case where the audit is conducted by a Third-Party Auditor, Municipality warrants that this Third-Party Auditor offers sufficient guarantees in terms of confidentiality with regard to the information it could access during the audit. VIANOVA may object to the designation of a specific Third-Party Auditor if, for reasons relating to its particular situation (e.g. if the Third Party Auditor is a competitor of VIANOVA, or if the Third Party Auditor does not appear to offer sufficient guarantees in terms of confidentiality), the conduct of the audit by this Third Party Auditor is likely to cause VIANOVA a damage. All and any information accessed by the Municipality and/or a Third-Party Auditor under this Article 3.5 shall be deemed VIANOVA's Proprietary Information as per this Agreement.

3.6. Data Breaches: In case of a Data Breach occurring on VIANOVA's own processing means and involving Entrusted Personal Data, VIANOVA shall (i) promptly notify the Municipality and provide it with appropriate information regarding

that Data Breach, and shall take and/or propose to Municipality appropriate measures in order to (ii) identify the origin, the nature, the scope and the consequences of the Data Breach, (iii) remedy the Data Breach and (iv) limit or neutralize the consequences of the Data Breach.

3.7. Sub-processing: VIANOVA may subcontract all or part of Entrusted Processing Activities to other Processors ("Sub-Processors") listed in the table below. Should VIANOVA wish to add or replace one of those Sub-Processors, it may do so in accordance with the following steps: VIANOVA shall notify the Municipality of the intended change; the Municipality may object to that change within forty (40) days from the notification, based on compelling grounds relating to the security of Entrusted Personal Data and/or compliance with Applicable Data Protection Laws; absent any such objection within that 40-day delay, VIANOVA may lawfully proceed with the intended change. Should the Municipality object within the aforementioned delay and the Parties disagree on the grounds for that objection, the Municipality will have a right to terminate the Agreement for convenience. In any case, VIANOVA may only engage Sub-Processors that offer appropriate guarantees for compliance of Entrusted Processing Activities with Applicable Data Protection Laws. In this respect, Sub-Processors commit to obligations equivalent to the ones imposed on VIANOVA under this DPA. In particular, Processors may only engage their own Processors under the conditions set forth in this Article.

NAME OF SUB-PROCESSOR	OUTSOURCED PROCESSING ACTIVITIES
Amazon Web Services EMEA SARL (Luxembourg-based)	Hosting of the Management Platform and related databases

3.8. Transfers to Third Countries: VIANOVA shall favour hosting of Entrusted Personal Data within the European Economic Area, unless specifically instructed otherwise by the Municipality based on specific laws and regulations to which Municipality is subject. Any additional costs resulting from such instructions shall be charged to Municipality at real cost.

3.9. Deletion/return of Entrusted Personal Data: At the end of the Agreement, at its discretion, VIANOVA shall (i) delete all Entrusted Personal Data still in its possession or under its control, or (ii) return all such Entrusted Personal Data to the Municipality and instruct all its Sub-Processors to do the same. This Article 3.9 does not apply to Mobility Insights, granted that those intrinsically do not include Entrusted Personal Data in re-identifiable form. VIANOVA may also retain Use-Related Data and anonymized Raw Mobility Data after the end of the Agreement, as stipulated under Article 8.4 of the General Terms & Conditions.

3. MUNICIPALITY'S OBLIGATIONS

The Municipality, as Controller, is sole responsible for the lawfulness of Entrusted Processing Activities and of its own instructions with regard to Applicable Data Protection Laws, including in particular principles and obligations relating to (i) accuracy and minimization of Personal Data, (ii) legal basis of Entrusted Processing Activities, (iii) information of Data Subjects. Municipality is also sole responsible for answering Data Subjects' requests for exercise of their rights, as applicable under Applicable Data Protection Laws.

4. LIABILITY

4.1. VIANOVA's liability: VIANOVA shall warrant and hold the Municipality harmless against any claim, request, complaint or lawsuit by any third party as well as against any sanction imposed on Municipality by any authority or jurisdiction on grounds related to an infringement of this DPA by VIANOVA, e.g. in case VIANOVA would have violated Municipality's documented instructions. VIANOVA remains liable as of right with regard to any infringement of this DPA caused by any of its Sub-Processors.

4.2. Municipality's liability: Under this Agreement, the Municipality shall only access and visualize Entrusted Personal Data in the form of Mobility Insights, which contain no unique identifiers of data subjects. Municipality may however, under its own and exclusive responsibility, decide to combine and/or associate Mobility Insights with other information allowing for re-identification of data subjects; VIANOVA shall have no responsibility in such operations, and the Municipality shall warrant and hold VIANOVA harmless against any claim or sanction resulting therefrom. The Municipality warrants VIANOVA against any claim, request, complaint or lawsuit by any third party as well as against any sanction imposed on VIANOVA by any authority or jurisdiction on grounds related to VIANOVA's processing of Entrusted Personal Data in compliance with Municipality's documented instructions. The Municipality commits to hold VIANOVA

harmless against any costs and/or expenses of any nature incurred in relation to any such claim, request, complaint, lawsuit or sanction.