

GENERAL TERMS OF SUBSCRIPTION

These General Terms of Subscription (**General Terms**) apply to the subscription, updates and technical support related to Hyva Digital Solutions provided by a Hyva Group via Hyva Holding B.V. or one of its subsidiaries (**Hyva**) and the customer indicated as a Customer (**Customer**). These General Terms, together with the relevant Purchase Orders or Sales agreement constitute a fully binding agreement between Hyva and Customer.

If Hyva Digital Solutions is sold via a Dealer, these terms shall also apply to the Dealer.

In case of conflict between these General Terms and the Purchase Order or the Sales Agreement, the Purchase Order of the Sales Agreement shall prevail.

1. DEFINITIONS

1.1. **App**, if available, means proprietary Hyva software programme for the Hyva Digital Solutions for mobile devices or vehicle-integrated devices which allows Vehicle Operators to view Vehicle Data collected and transmitted by the Hardware in real time.

1.2. **Customer Data** means non-public data provided by Customer to Hyva within the context of use of the Hyva Digital Solutions and Vehicle Data.

1.3. **Firmware** means proprietary Hyva software programme for the Hyva Digital Solutions installed on the controller that allows collection, processing and further transmission of Vehicle Data to the App and to the SaaS.

1.4. **Hyva Digital Solutions** means the Hardware with Firmware, the App is an application built for solutions which have an HMI (Human Machine Interface) and SaaS is a cloud application created as an online tool to visualize the data sent to cloud for enhanced safety of operations on Customer's Vehicles, as well as providing Vehicle location or other information. The system operates by collecting the Vehicle Data by the Hardware and Firmware installed on the Vehicles and transferring it further to the Vehicle Operator's mobile or other Vehicle integrated device where it can be viewed via the App and then transmitting it to the SaaS via wireless telecommunication networks. Customer can access the SaaS using a web browser application programming interface or through a software application which is separately installed into Customer's computer(s).

1.5. **Hardware** means proprietary Hyva hardware for the Hyva Digital Solutions consisting of sensors attached to the tipper that collect the Vehicle Data and a controller that processes this data and further transmits it to the SaaS.

1.6. **SaaS** means the internet-based, password-protected interface and underlying software for Hyva Digital Solutions provided on a Software as a Service basis.

1.7. **Vehicle** means Customer's truck or other land vehicles on which the Hardware is installed.

1.8. **Vehicle Operator** means a driver, or any other actual operator of the Hyva Digital Solutions installed on a Vehicle.

1.9. **Vehicle Data** means the data collected by the Hardware about the operation, position and status of vehicle-mounted tippers.

1.10. **Update** means a software update for the SaaS, Firmware on the App that provides fixes for features that are not working as intended, adds minor software enhancements and compatibility or replaces older versions of the same software.

1.11. **Technical Support** means remote troubleshooting, installation assistance, basic usability assistance as well as other types of proactive or reactive services provided by Hyva to Customer in relation to the Hyva Smart FMS.

2. LICENSE

Hyva grants to Customer, a non-transferable, non-exclusive license to use the App, SaaS and Firmware, including eventual Updates, only as authorized in these General Terms for Customer's internal business operations for the Subscription Term.

3. ACCESSIBILITY

3.1 Conditions precedent. Hyva will make the SaaS available for Customer's use during the Subscription Term on Customer's computer systems that meet the Minimum System Requirements indicated by Hyva. Hyva will provide Customer with secure access to the latest supported version of the SaaS via the Internet from the hosting facility Hyva has chosen to use for the SaaS on a 24x7 basis, except for scheduled on-going maintenance as required and scheduled in advance by Hyva.

The App will be made available on mobile, or vehicle integrated device that meet the Minimum System Requirements indicated by Hyva.

3.2 Customer's Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the App and the SaaS, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, **Customer's Equipment**). Customer shall also be responsible for maintaining the security of the Customer's Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Customer's Equipment with or without Customer's knowledge or consent.

4. CUSTOMER'S RIGHTS AND LIMITATIONS

4.1 Customer's undertakings. By accessing and using the Hyva Digital Solutions, Customer undertakes to:

- comply with the applicable laws;
- comply with these General Terms, Purchase Order/Sales Agreement and any instructions provided by Hyva;
- keep its password/s and other authentication details secret;
- promptly notify Hyva if it learns of a security breach or unauthorized access related to Hyva Digital Solutions.

4.2 Restrictions. Customer shall not:

- use the Hyva Digital Solutions in any way that harms Hyva;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the SaaS (or the networks connected to the SaaS) or interfere with anyone's use and enjoyment of the SaaS;
- resell or redistribute Hyva Digital Solutions;
- use any unauthorized automated process or service to access and/or use Hyva Digital Solutions;

- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Hyva Digital Solutions or work around any of the technical limitations in Hyva Digital Solutions;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Hyva Digital Solutions or in any technology, or system used by Hyva in connection with providing Hyva Digital Solutions;
- copy any ideas, features, functions or graphics of Hyva Digital Solutions;
- access Hyva Digital Solutions outside the territory of the country where the Customer is originally located.

4.3 Responsibility for Safety: Customer expressly acknowledges and agrees that Hyva Digital Solutions is not a guarantee or assurance, and is not intended to be and cannot be considered or relied upon as a guarantee or assurance, of the personal safety of the Vehicle Operators or any other person located in any environment in which Hyva Digital Solutions may be used, accessible or installed. Maintaining safety is ultimately the responsibility of Customer and Vehicle Operators. Customer also expressly acknowledges and agrees that any modification to, tampering with or disabling of any portion of Hyva Digital Solutions is expressly prohibited under this Agreement. Without limiting the foregoing, Hyva shall have no liability for (a) the negligence of any Vehicle Operator while driving or operating a vehicle or any other equipment, or (b) any instance where any modification of, tampering with or disabling of any portion of Hyva Digital Solutions has occurred or been attempted.

5. TERM AND TERMINATION

5.1 Annual subscription. Subscription shall begin after Customer's account is activated by Hyva and shall continue in effect for a period of twelve (12) months (**Initial Term**), unless earlier terminated as provided in these General Terms.

5.2 Automatic Renewals and Termination for Convenience. Upon expiration of the Initial Term, the subscription will automatically renew for the subsequent 12 months period (**Subscription Term**) unless Customer cancels the subscription at least 2 (two) months before the expiry of each anniversary. In such case, the subscription will continue until the end of that billing cycle before terminating.

5.3 Termination for Breach. Customer or Hyva may terminate the subscription as a result of a material breach of these Terms by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Customer after a ten (10) day late payment period. For purposes of this Section, a material breach by Hyva includes a failure to provide at least 98.6% between 09:00 and 17:00 CET availability in three (3) consecutive calendar months. Applicable for weekdays (M-F) and excluding weekends (Sat-Sun).

5.4 Effect of Termination - Fees. If the subscription is terminated by Customer for convenience or by Hyva in accordance with Section 5.3, any prepaid Subscription Fee shall not be refunded. If the subscription is terminated by Customer in accordance with Section 5.3, Hyva will refund all already prepaid Subscription Fee for the period after the termination and the end of Subscription Term.

5.5 Effect of Termination - Access and Retrieval of Vehicle Data. After the subscription has terminated, Vehicle Data related to the terminated subscription will be removed from the SaaS. However, at Customer's request Hyva shall make such Vehicle Data available to Customer for electronic retrieval for a period of 2 years, but thereafter Hyva may, but shall not be obligated to, delete stored Vehicle Data.

After the subscription has terminated, Customer will not have access to Updates and Technical Support.

5.6 All sections of these Terms which by their nature should survive termination shall survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. PAYMENT OF FEES

6.1 Subscription Fee. The terms and conditions, including the starting date, for the charging of a fixed subscription fee (**Subscription Fee**) are indicated in a Purchase order or a Sales Agreement. Normally the Subscription fee is charged in advance on an annual basis.

6.2 Changes to the Fee. Hyva reserves the right to change the Subscription Fee on an annual basis, upon thirty (30) days prior notice to Customer (which may be sent by email).

6.3 Mode of payment. Hyva shall bill Customer through an invoice. The full payment for invoices must be received by Hyva within thirty (30) days after the mailing date of the invoice.

6.4 Delayed payment. 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 subscription.

7. MAINTENANCE AND UPDATES

Hyva and/or its hosting or telecommunications vendor(s) may perform system maintenance from time to time and Hyva will announce Updates and all planned outages in advance.

8. AVAILABILITY

8.1 Hyva targets to provide 98.6% "availability" to the SaaS, calculated on a monthly basis. For purposes of these Terms, "availability" exists unless the SaaS are not accessible to Customer due to (i) a hardware failure of the server at the hosting site, or (ii) a connection failure between the server/s hosting the SaaS and the closest Internet router, in each case excluding announced maintenance as defined in Clause 7. Possible software bugs, errors or other problems are not relevant to availability and are addressed under Section 9 below.

Certain interference may occur between 17:00 and 09:00 CET when backup, service or maintenance are made on the servers.

9. TECHNICAL SUPPORT

Hyva, directly or via the third party, will provide Technical Support via e-mail or phone, (excluding requests directly related to the software bugs) to Customer during the Subscription Term. Technical Support shall be provided during business days and hours (09:00 and 17:00 CET), excluding national holidays of Netherlands.

Hyva shall aim to provide Technical Support to Customers within reasonable time which shall depend on the severity of the support request, however, it shall not be liable for eventual delays occurring due to unforeseen circumstances outside its control.

10. UPDATES

Hyva will push the installation of Updates that are generally made available to its other Customers, including patches and/or fixes, as they are made available at no charge during the Subscription Term. Customer shall immediately accept and install Hyva's Update requests. In case Customer fails to accept Hyva's provided Update requests, Hyva may refuse to provide further Technical Support.

11. IPR

11.1 Hyva's IPR. Hyva shall own and retain all right, title and interest in and to (a) the SaaS, Firmware and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with SaaS or support, and (c) all intellectual property rights related to any of the foregoing.

11.2 Customer hereby agrees to indemnify and hold harmless Hyva 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 Customer's use of Hyva Info System. Although Hyva has no obligation to monitor Customer's use of the Hyva Digital Solutions, Hyva may do so and may prohibit any use of the SaaS it believes may be (or alleged to be) in violation of the foregoing.

11.3 Customer's Data. Customer shall own all right, title and interest in and to the Customer Data.

11.4 Permitted Use. Notwithstanding anything to the contrary, Hyva shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Hyva will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other Hyva offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business; (iii) share technical non-personal Customer data with the Vehicle, on which the Hyva Digital Solutions is installed, manufacturer, body-builder, importer, dealer, after-sales service provider or other persons involved in vehicle manufacturing, sales or after-sales for their research and development, diagnostic, warranty enforcement and corrective purposes; (iv) disclose, use, resell or make any other commercial use of technical non-personal Customer data in a randomized, aggregate or other de-identified form. No rights or licenses are granted except as expressly set forth herein.

11.5 Publicity. Notwithstanding this Section 11, no prior written approval is required by Hyva to reference Customer as a customer as part of its own sales and marketing activities.

12. PERSONAL DATA (EU GDPR)

12.1 Vehicle Data as Customer Personal Data. Parties acknowledge that the purpose of Hyva Hyva Digital Solutions is the collection and processing of technical and usage data of devices, Hyva, or any of its service providers, is not capable of matching any Vehicle Data collected by Hyva Digital Solutions to an individual Vehicle Operator. However, Customer may be able to match some of Vehicle Data with the identification of a single Vehicle Operator thus bringing this data under the scope of personal data protection laws, in particular the EU Regulation no. 2016/679 (EU GDPR) (Customer Personal Data).

12.2 Customer as Controller. Customer agrees that Customer is the data controller in respect of Customer Personal Data within the meaning of the EU GDPR. Customer further undertakes to use Customer Personal Data in compliance with the EU GDPR or any other applicable personal data protection laws, including when required with the prior notification obligation to the Data Protection Authority of any data processing. As a Controller, the Customer undertakes to:

12.2.1 comply with the provisions of all applicable labor laws (eg, laws requesting when needed the execution of proper trade unions' agreement and/or authorizations from the competent authorities);

12.2.2 deliver to each employee/contractor/vehicle operator or other personnel proper information on personal data processing when using the Vehicle, or collect consents from the individuals for data processing if applicable.

12.3 Privacy indemnity. Customer shall hold harmless and indemnify Hyva from and against any liabilities arising from any breach of the provisions of this Section 12.

12.4 Hyva's Duties. As the manufacturer and provider of Hyva Digital Solutions, Hyva undertakes to take appropriate technical and organisational measures against unauthorised or unlawful processing of the Customer's data or its accidental loss, destruction or damage.

12.5 Use of Google maps. The Hyva Digital Solutions uses mapping and geolocation data and services provided by Google, Inc. and affiliated or related companies, implemented using Google Maps API interfaces. Said services are subject to Google's privacy policy that can be retrieved, in the then current version, at the following web address: <http://www.google.com/policies/privacy>. Customer accepts Google's privacy policy and understands that Hyva disclaims any and all liabilities in this respect.

12.6 Personal data of the Customer. Customer will transfer to Hyva also some personal data of the Customer's employees who access the SaaS (such as names, log-in details, passwords, email addresses etc). Hyva will, in providing the SaaS, comply with the applicable privacy laws and Hyva's Privacy Policy, Privacy statement incorporated into the SaaS relating to the privacy and security of the Customer Data available at www.hyva.com or such other website address as may be notified to the Customer from time to time and Privacy statement incorporated into the SaaS, as such document may be amended from time to time by Hyva in its sole discretion.

13. WARRANTY

13.1 Limited Warranty. Hyva warrants that Hyva Digital Solutions licensed hereunder shall be new and shall operate substantially in accordance with its user documentation for a period of 12 months from the starting date of subscription. Updates and Technical Support shall be performed in a professional and workmanlike manner in accordance with recognized industry standards in a manner which minimizes errors and interruptions. (together **Warranties**)

13.2 Remedies. If during the Subscription Term Hyva Digital Solutions fails to comply with the Warranties set forth above, Hyva's entire liability and Customer's exclusive remedy will be either a) repair or replacement of the SaaS, Firmware or App or if in Hyva's opinion such repair or replacement is not possible, then b) termination of the Subscription Term and a refund of the Subscription Fee. This limited warranty is void if failure has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Hyva Digital Solutions including any use not consistent with the Hyva training.

13.3 Disclaimer. Notwithstanding the warranty in clause 13.1 above, Hyva Digital Solutions may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Hyva or by third-party providers, or because of other causes beyond Hyva's reasonable control, but Hyva shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, HYVA 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 HYVA DIGITAL SOLUTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE HYVA DIGITAL SOLUTIONS IS PROVIDED "AS IS" AND HYVA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Customer acknowledges that operation of Hyva Digital Solutions is dependent on the transmission of Vehicle Data and that Vehicle Operators have a right and technical possibility to deactivate the transmission of Vehicle Data to SaaS. Customer accepts that in such cases Hyva will be obliged to comply with the Vehicle Operator's choice and that would not be considered as lack of availability or a warranty event.

14. INDEMNIFICATION

14.1 Indemnity by Hyva. Hyva shall indemnify and defend Customer against any third party claims that Hyva Digital Solutions infringe any copyright, provided that Hyva is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defence or settlement of any claim relating to infringing element of Hyva Digital Solutions, Hyva shall, in its reasonable judgment and at its option and expense: (i) obtain for Customer the right to continue using the Hyva Digital Solutions; (ii) replace or modify the infringing element of Hyva Digital Solutions so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if Hyva determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the Subscription Term.

14.2 Hyva shall have no liability to indemnify and defend Customer to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Customer; (ii) the alleged infringement is the result of a modification made by anyone other than Hyva; or (iii) Customer uses the Hyva Digital Solutions other than in accordance with these Terms or any instructions delivered by Hyva. This Section states Hyva's entire liability and Customer's sole and exclusive remedy for claims relating to infringement.

14.3 Indemnity by Customer. Customer shall indemnify and defend Hyva against any claims resulting from the use of SaaS: (i) that any Customer Data infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (ii) arising from or relating to Customer's failure to comply with these Terms.

14.4 Limitation of Liability NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW HYVA SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND HYVA'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE WHEN APPLICABLE ANNUAL SUBSCRIPTION FEE, THESE TERMS IN EACH CASE, WHETHER OR NOT HYVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 Governing law. This Agreement is governed by and construed in accordance with the laws of country where Hyva Provider is domiciled.

15.2 Dispute Resolution. If the parties are unable to resolve the dispute within 30 days of initiating such discussions, or within 40 days after notice of the dispute, the dispute shall be referred to mediation in the country where Hyva Provider is domiciled. The mediation shall be conducted in English. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute being resolved, then that dispute may be referred by either party to the courts of country where Hyva Provider is domiciled for determination. Notwithstanding the above, a party shall be entitled to seek permanent, interim, interlocutory, injunctive or other equitable relief from any court of competent jurisdiction.

16. CHANGES

With the exception of the change of the Subscription Fee in accordance with the clause 6.2, Hyva reserves the right to unilaterally change or modify any other of these General Terms at any time by giving Customer 60 days notice in writing. In case Customer does not agree with the modification, Customer shall be entitled to terminate the subscription as of the moment the modification comes into force. Hyva will pay back the amount of the already paid Subscription Fee for the SaaS which have been so cancelled.

17. MISCELLANEOUS

If any provision of these General Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these General Terms will otherwise remain in full force and effect and enforceable. These General Terms are not assignable, transferable or sublicensable by Customer except with Hyva's prior written consent. Hyva may transfer and assign any of its rights and obligations under these General Terms without consent. These General Terms are 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 these General Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these General Terms and Customer does not have any authority of any kind to bind Hyva in any respect whatsoever. In any action or proceeding to enforce rights under these General Terms, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under these General Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent by next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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