

# TERMS AND CONDITIONS

These terms and conditions are entered into by and between You and Logtrade Technology AB, or if Customer's organization is based in the United States of America with Logtrade Technology Inc ("**Logtrade**", "**Company**," "**we**" or "**us**"). The Terms and conditions, together with Appendix 1 Data Processing Agreement and Privacy Policy ("**Terms and Conditions**" or "**Agreement**") govern your access to and use of services ("**Service**"), whether as a guest or a registered Customer.

If You are entering into this Agreement on behalf of Yourself, the terms "**Subscriber**", "**You**", "**Your**" shall refer to You as an individual. If You are entering into this Agreement on behalf of a company, organization or another legal entity ("**Entity**"), You are agreeing to this Agreement for that Entity and representing to Logtrade that You have the authority to bind such Entity and its Affiliates to this Agreement in which case the terms "Subscriber", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if you do not agree with this Agreement, You must not accept this Agreement and may not use the Services.

In addition to the terms of the Terms and Conditions, all information that We collect, receive or process in connection with Your use of the services is governed by Our Privacy Policy. You consent to all actions we take with respect to your information consistent with Our Privacy Policy. The Services may also contact and connect with your tablet or other device as necessary to assist Us in validating this Agreement with You, and You hereby agree to permit the Services to do so.

Please read the Terms and Conditions including Appendix 1 Data Processing Agreement and Privacy Policy carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms and Conditions when this option is made available to You, You accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at [Privacy Policy](#), incorporated hereby by reference. If you do not want to agree to these Terms and Conditions including Appendix 1 Data Processing Agreement and/or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet these requirements, you must not access or use the Website.

## DEFINITIONS

**Administrator** means the User You designate to administer use of the Services You subscribe for by Your Users.

**Agreement** means these Terms and Conditions including Appendix 1 Data Processing Agreement, the Privacy Policy, Documentation, and each Order Form.

**Assets** means any physical assets such as a vehicle, sensor, pallets, smart lock, building or whatever that Customer has designated as an Asset of the Services on the Order Form or which Customers permits or invites to use of the Services.

**Beta Services** mean services, products or features that Logtrade is still testing and evaluating, and which are clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

**Customer** (also referred to as "You" or "Your") means the Entity on behalf of which You are accessing or using the

Service, or, if that does not apply, the individual accessing or using the Service.

**Customer Data** refers to all information or materials provided, entered or sent by Customers or their Users to the Services during the use of the Services.

**Denied Parties List** means a person

- (i) subject to any restrictions under applicable export and sanctions laws including those sanctions targeting government entities or individuals that support terrorism, or
- (ii) included on any denied, prohibited, or restricted party list maintained by Sweden, the United States or any other applicable jurisdiction.

**Digital or electronic communication** refers to standardized formats such as EDI, Webhooks or APIs

**Documentation** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing the Price models, Service Descriptions, Support Policy or other documentation, provided or made available by Logtrade to You.

**Effective Date** means the date on which You first register on the Website.

**Fees** refers to sums payable by the Customer to Logtrade for the Services stated in an Order Form or Pricing Model or Price defined within the Service or Services.

**Intellectual Property Rights** refers to Logtrade's all patented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, masking rights, know-how and other trade secret rights and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature, anywhere in the world.

**License Agreement** means the license agreements published on the Website through which Customer licenses one or more Services.

**Logtrade** (also referred to as either "the Company", "We", "Us" or "Our" in these Terms) refers to Logtrade Technology AB, a Swedish limited liability company with corporate, and Logtrade Technology Inc., a Delaware corporation.

**Logtrade Technology** means all of Logtrade's Intellectual Property Rights and proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) to which Customer has access or which is made available to Customer in providing the Services.

**Order Form** means Our applicable online order page(s), flows, in-product screens or other ordering document or process approved by Us describing the Services You are subscribing from Us and, as applicable, their permitted scope of use. As applicable, the Order Form will identify, among other things:

- (i) the Service (which may include Beta Services),
- (ii) the number of Transactions,
- (iii) the number of Users,
- (iv) Subscription Term,
- (v) domain(s) associated with Your use of Services, storage capacity or limits, or other scope of use parameters and
- (vi) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment.

**Personal Data** has the meaning given to such term in relevant EU data protection laws and any other data protection laws in jurisdictions that are applicable to the Services and You.

**Pricing Model** means Logtrade's [Pricing Model](#).

**Privacy Policy** means Logtrade's [Privacy Policy](#), as applicable from time to time.

**Services** means the services offered by the Company on the Website and such related documentation as may be made available through the Website or any optimized version of the Website via a wireless device or through our mobile application, which We provide in conjunction with the Website, If Customer subscribes to Beta Services, Services will include Beta Services.

**Subscription** means the purchase of the Services specified on the Order Form pursuant to the terms of this Agreement.

**Subscription Term** means the period the Subscription is effective, as set forth in the Pricing Model and this Agreement.

**Support** means Logtrade's [Support Policy](#), as applicable from time to time.

**Terms and Conditions** means these Terms and Conditions including Appendix 1 Data Processing Agreement

**Third Party Services** means third party products, applications, services, software, networks, systems, directories, websites, databases and other services and information obtained separately by You that a Service links to, or which You may connect to or enable in conjunction with a Service.

**Transaction** refers to a created transport request, transport instruction, transport status, trade unit, asset or other services that can be equated with a completed transaction corresponding to information being stored or shared.

**User** means any person or entity that Customer has designated as a User of the Services on the Order Form or who Customer permits or invites to use the Services.

**User Notice** means the notice provided to each User concerning Acceptable Use of the Services.

**Website** refers to Logtrade's Digital Service such as [Logtrade.se](#) and the pages (other than pages linked to third party websites) linked to this domain name or similar technologies for data exchange, and other software.

In accordance with the Terms and Conditions, Customer is entitled to use the Services at any time through the Website and APIs. Customer agrees to the Terms and Conditions and the Privacy Policy Agreement for the use of the Services by Customer and Your Users.

Logtrade may modify all or any part of these Terms and Conditions from time to time as provided in section 15.1. If at any time the Terms and Conditions are no longer acceptable to you, You should immediately cease all use of the Website and the Services in accordance with instructions provided in section 15.1.

## **1. ACCESS TO THE SERVICE**

**1.1 Applicability of Terms and Conditions.** These Terms and Conditions govern access to, and use of, the Services by You and Your Users.

**1.2 Account Creation.** In order to use the Services, Customer must register and create an account. Customer shall ensure that the information registered in the Service regarding the Customer and each User is correct and complete at all times and that the information is updated as necessary.

**1.3 Administrator.** When registering, Customer may register one or more Users to administer the use of the Services by Users ("**Administrator**"). An Administrator can designate Users, create additional authorized User accounts and assign certain permissions to such additional accounts. Depending on the level of permissions assigned to a User's User Account, the User may not have access to or be able to view or use all of the functions or features of the Services. Administrator shall ensure that each User is provided the User Notice and accepts the Acceptable Use Policy and the Privacy Policy. You will provide all required disclosures to and will obtain and maintain all required consents from Users to allow:

- (i) Administrators to have the access to described in these Terms and Conditions and the Privacy Policy; and
- (ii) Logtrade's provision of the Service to Administrators and Users. You will provide evidence of such consents upon our reasonable request.

**1.4 Registration Information.** You may need to provide certain registration details or other information on behalf of Yourself and Your Users to create an account and to otherwise access and use the Services. It is a condition of Your access and use of the Services that all the information You provide is correct, current, and complete.

**1.5 Subscriptions.** Customers may access and use the Services only in accordance with the Terms and Conditions. Customers select specified Services from the Services list available on a Customer's account page, and the Customer may subscribe for such Services by ordering the desired Service using an Order Form, which is available through a Customer's account. The Customer has the right to use the Services specified on the Order Form in accordance with the Terms and Conditions.

**1.6 Order Form.** The Administrator may add Users, increase Transactions that also include Assets, or otherwise increase Your use of the Services by placing a new Order Form or modifying an existing Order Form. Unless otherwise specified in the applicable Order Form, We will charge you for any increased use at our then-current rates, prorated for the remainder of the then-current Subscription Term. If the number of Transactions that also includes Assets, or Users using the Services exceeds the number of Transactions or Users subscribed, the Customer's Subscription is automatically upgraded to the nearest next major subscription level. Upgrades take place as of the date on which the number of transactions covered by the current Subscription is consumed, and, in case of monthly subscriptions, the upgrade applies for the full month during which the upgrade is made. After the upgrade, the Customer shall pay the higher Subscription Fee in accordance with the price list for the Service and subscription level applicable at any given time. In other respects, the Subscription remains unchanged between LogTrade and You.

## **2. PAYMENT PROCESSING**

**2.1 Subscription Start.** Your Subscription for a Service becomes binding upon clicking "Pay" and signing the Agreement for a specified Service and Subscription time will be in accordance with Service will be in accordance with the [Pricing Model](#).

**2.2 Payment Processing.** Unless expressly agreed between You and Logtrades the payment for Subscription will be in accordance with the Pricing Model. You will pay Logtrade invoices on the payment interval set forth in the Order Form. Logtrade may suspend or terminate the Services if Fees are past due. You will provide complete and accurate billing and contact information to Logtrade. Statutory value added tax and other general taxes, or fees and any delivery charge will be added to Fee. You can also pay for the Subscription through credit card, payment card and invoice. You will be required to provide credit or payment card information, Your billing address and related information. You represent and warrant that You have the right use the credit or payment card or other payment mechanism that you submit in connection the payment for Your Subscription and that you have all authority necessary to purchase a Subscription using the credit or payment card or payment mechanism that you submit. By submitting such information, you grant Us the right to provide such information to third parties for the purposes of facilitating Your purchase. You acknowledge and agree that We are not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information. All Subscription purchases are non-refundable.

### 3. ACCESS RIGHTS

Subject to the terms of this Agreement and Your strict compliance therewith, Logtrade grants You a limited, personal, non-exclusive, non-sublicensable, nontransferable, revocable license during the Subscription Term to access and use the Services specified in the Order Form in compliance with these Terms and Conditions during the Subscription Term.

### 4. CUSTOMER RESPONSIBILITIES

**4.1 Necessary Equipment.** A high speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, all telephone and computer equipment as well as all hardware, browser software, and any other necessary software, including software that supports protocols used by Logtrade, and to follow procedures for accessing Services that support such protocols. You are responsible for ensuring that third-party programs such as browsers, PDF readers, antivirus programs and firewalls are correctly installed and allow traffic to website links that appear on the Website.

**4.2 Limitations and Acceptable Use of the Service.** Users shall not:

- (a) use (including make any copies of) the Services or Documentation beyond the scope of the license granted under the “Access Rights” section above;
- (b) provide any other person, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Services or Documentation;
- (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Services;
- (d) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- (e) remove, delete, alter or obscure any titles, trademarks, service marks, trade names, legends, watermarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services, including any copy thereof;
- (f) provide use of the Services to a third party, including but not limited to providing an evaluation license to the Services to any other person or entity, or otherwise permitting any other person or entity to evaluate the Services;
- (g) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Services;
- (h) use the Services or Documentation, the development of a competing software product or service or any other purpose that is to Logtrade’s commercial disadvantage.

**4.3 Restrictions.** Users shall not engage in activities when using the Services that:

- (i) violate the law, regulation, rule, court verdicts, resolutions or orders, or administrative measures that are legally binding;
- (ii) infringe any of Logtrade’s intellectual property rights and/or a third party;
- (iii) post or transmit any objectionable content including, but not limited to, violent or sexual expressions, expressions that lead to discrimination by race, national origin, creed, sex, social status, family origin, etc.;
- (iv) lead to the misrepresentation of Logtrade and/or a third party, or intentionally spread false information;
- (v) interfere with the servers and/or network systems related to the Services,
- (vi) abuse the Services and/or servers and/or network systems related to the Services by means of BO’Ts, cheat tools, or other technical measures;
- (vi) use the Services for sales, marketing, advertisement, soliciting or other commercial purposes (except for those contemplated by this Agreement); or
- (viii) other activities that may be deemed by Logtrade to be inappropriate. Customer will adapt all use of the Service by Customer and its Users to comply with Logtrade’s instructions. The Customer shall ensure and be

responsible for all Users of the Service complying with the terms of this Agreement.

Any violation of the above limitations or restricted activities shall be deemed a material breach of this Agreement for which Logtrade, in its sole discretion, may terminate this Agreement and Your access to the Services.

**4.4 Unauthorized Use.** When the Customer registers Users, the Customer is responsible for the User being authorized to use the Service on behalf of the Customer. The Customer is bound by the orders and approvals made by Users. The Customer is responsible for ensuring that each User identity and password the User receives for the Service are stored in a secure manner and are inaccessible to third parties. A User's username and password may be used only by the User to which it was assigned, and may not be used by any other person for any reason. Each User must log in individually with User information unique to the User. Users may not be logged in from multiple computing devices (including mobile phones) at the same time.

**4.5 Customer Liability.** The Customer is fully responsible for any unauthorized use of the Customer's User's user information, including for any costs or damages that may arise through such unauthorized use of the Service. The Customer's liability for such unauthorized use ceases only when the Customer requests that Logtrade shall block a certain User's access to the Service. Logtrade and its sub-contractors may monitor the use of the Service by Customer and its Users.

## **5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Reservation of Rights.** Customer hereby acknowledges and agrees that the Services, Documentation, and all Intellectual Property Rights related or attributable to the Services and Documentation, along with all information contained in and created in the Service and all Intellectual Property Rights to the result created through Logtrade's or the Customer's use of the Service, are the exclusive property and proprietary technology and materials of Logtrade. Logtrade is also the sole owner of all intellectual property rights in software in the Service to the extent that these rights do not belong to third parties.

**5.2 General.** The choice of and version of software or hardware included in the Service may vary during the Subscription Term at Logtrade's sole discretion. Logtrade is not obligated to obtain the Customer's approval for the change of software or version of software included in the Service. Software included in the Service may only be copied by the Customer to the extent expressly agreed in writing by Logtrade. Under no circumstances may the Customer process, change or make additions to software included in the Service in addition to what is expressly stated in this Agreement.

**5.3 Trademarks.** The Customer may not use any rights belonging to Logtrade and/or any information attributable to the Service in any way other than as part of the use of the Service on the terms set out in these Terms and Conditions. This includes but is not limited to Logtrade's trademarks and trade names.

**5.4 Transfer of Rights.** Nothing in this Agreement shall be construed or interpreted as a transfer of any Logtrade Intellectual Property Rights or as a transfer of any license beyond what is expressly provided under Access Rights above.

## **6. CONFIDENTIALITY**

Except as otherwise set forth in these Terms and Conditions, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitutes the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any of Our Intellectual Property Rights or Logtrade Technology, any performance and pricing information relating to the Service, and information about future products or

services (including Beta Services) will be deemed Our Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will

- (1) hold in confidence and not disclose any Confidential Information to third parties and
- (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms and Conditions. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 6 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 6. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document:
  - (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information;
  - (ii) is or has become public knowledge through no fault of the Receiving Party;
  - (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or
  - (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

## **7. CUSTOMER DATA**

**7.1 General.** The information that the Customer enters via the use of the Services is stored on a server managed by Logtrade. The Customer is not entitled to use information in the Services for any purpose other than for the use of the Services. Any Personal Data submitted by the Customer when registering for or using the Services is subject to the Privacy Policy.

**7.2 Customer Data Limitations.** The Customer is solely and exclusively responsible for all information that the Customer's Users enter, process or handle with the help of the Services. The Customer is also solely and exclusively responsible for the results the Customer obtains through its use of the Service.

**7.3 Unauthorized Use.** If it comes to Logtrade's knowledge that the Services are used in a manner that is contrary to the provisions of these Terms and Conditions or to applicable law, Logtrade has the right to remove information or material that the Customer's Users have entered the Service.

**7.4 Data Transfer.** The Customer agrees that Logtrade and its subcontractors may access, use and store Customer Data sent with the Services to Logtrade and its subcontractors in a country other than the Customer's country. The purpose of this function is to improve Logtrade's opportunities to offer the Customer support, maintenance, and upgrades as well as to keep statistics on, analyse the use of and further develop the Services. Logtrade undertakes to treat all copied and stored information as strictly confidential. Logtrade will not disclose such information to third parties unless there is an obligation under law, for example due to a court decision. The information connected to the Customer is saved in this way only during the Subscription Term, and all Customer-specific information is deleted without unreasonable delay after expiration or termination of such Subscription Term.

## **8. SUPPORT AND UPDATES**

### ***No Obligation of Support or Updates.***

You agree that, unless specified within Your Subscription, Logtrade has no obligation to provide Services support or updates, upgrades, bug fixes, patches, enhancements and other error corrections, new features, or technical support for the Services (collectively, including related documentation, "**Support/Updates**"), or to continue to provide or enable any particular features or functionality. Logtrade may, from time to time, however, in its sole discretion

develop and provide Support/Updates without any notice to You. Support/Updates may also modify or delete in their entirety certain features and functionality. You agree to promptly download and install all Support/Updates and acknowledge that the Services or portions thereof may not properly operate should You fail to do so. Support/Updates may be made to the Services automatically without any need for your network to be connected to the Internet.

## **9. WARRANTIES AND DISCLAIMERS**

**9.1 Warranty.** Logtrade warrants for Your benefit only that We take reasonable measures to prevent introduction of viruses, Trojan horses, or similar harmful materials into the Services (“Performance Warranty”). However, Logtrade is not responsible for harmful materials submitted by You or Users. Logtrade cannot guarantee that damage cannot occur due to software viruses when using the Services, and the Customer must take the necessary measures to protect their computers and systems.

**9.2 Warranty Remedy.** We will use commercially reasonable efforts, at no charge to You, to correct reported non-conformities with the Performance Warranty. If we determine corrections to be impracticable, either party may terminate the applicable Subscription. In this case, you will receive a refund of any Fees you have paid for use of the applicable Services for the remaining portion of the applicable Subscription Term. The Performance Warranty will not apply

- (i) unless you make a claim within thirty (30) days of the date on which you first notice the non-conformity,
- (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services, or equipment, or
- (iii) to Beta Services.

**9.3 Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, THE SERVICES ARE PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. CUSTOMER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND USERS AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND YOUR APPLICATION(S), INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Logtrade PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES OR YOUR APPLICATION(S) WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## **10. LIMITATION OF LIABILITY**

**10.1 Limitation on Indirect Liability.** Logtrade is not responsible for direct or indirect damage or other loss that may affect the Customer or third parties due to the Customer’s use of the Services or errors or interruptions in the Services. Logtrade is also not responsible in any way for the data confidentiality in connection with the transmission of information via the Internet when using the Services. Logtrade is not responsible for damages that arise due to any security deficiencies in the Customer’s computer system or as a result of errors / deficiencies in the Customer’s original information provided in connection with the Services. Logtrade is not responsible for errors or deficiencies that arise for the Customer or third parties when handling received EDI communication.

Logtrade WILL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.



**10.2 Other Liability.** Logtrade does not guarantee that the Services are free from software errors, (so-called bugs) and the Customer is therefore aware of and accepts that completely error-free software cannot be achieved. The Customer is aware that the Services, part of the Services or a certain function in the Services may have a certain downtime, and Logtrade shall have no liability with respect to any such downtime.

**10.3 Limitation on Amount of Liability.** In addition to the above, Logtrade's liability only applies if Logtrade has caused the damage through negligence or willful misconduct. In all circumstances, Logtrade's total liability under the Agreement for one or more events, whether related to each other or not, is always limited to the lesser of Customer's annual Subscription Fee for the Services or SEK 50,000. Any claims from the Customer against Logtrade must be made immediately and in all circumstances no later than thirty (30) days from the time the Customer became or should have become aware of the circumstance on which the claim is based. If the Customer fails to make the claim within this time, the Customer loses the right to enforce the claim. Regardless of the date on which the claim is made, the Customer does not have the right to demand default interest.

## **11. INDEMNIFICATION**

You agree to defend (at Logtrade's request), indemnify, and hold Logtrade harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of Your direct activities or those conducted on Your behalf):

- (i) Your download, access to, or use of the Services;
- (ii) Your breach or alleged breach of this Agreement;
- (iii) Your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- (iv) Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- (v) any misrepresentation made by You. You will cooperate as fully required by Logtrade in the defense of any claim. Logtrade reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not in any event settle any claim without the prior written consent of Logtrade. You agree that Logtrade assumes no responsibility for the content You submit or make available through or in the use of the Services.

## **12. BETA SERVICES**

**12.1 Generally.** Logtrade DOES NOT SUPPORT THE BETA SERVICES OR THE CONTENT. Logtrade AND ITS LICENSORS HAVE NO LIABILITIES REGARDING EXECUTION, WARRANTY OR WARRANTY OF RELIABILITY, QUALITY, SUITABILITY, AVAILABILITY OR OPPORTUNITY. THE BETA SERVICES AND ALL CONTENT ARE PROVIDED "AS IS". ALL CONDITIONS, BEFORE CALCULATION AND GUARANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED MERCHANTABILITY, FUNCTION FOR A PARTICULAR PURPOSE AND NON-VIOLATION OF THIRD-PARTY RIGHTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY Logtrade AND ITS LICENSORS.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT:

- (A) THE BETA SERVICE IS NOT FINAL FORM, HAS NOT BEEN RELEASED FOR THE SALE OF Logtrade AND MAY CONTAIN DEFECTS, ERRORS, DESIGN ERRORS OR OTHER PROBLEMS THAT CANNOT OR CAN BE CORRECTED,
- (B) THE USE OF THE BETA SERVICE MAY NOT BE SAFE, QUICK, UNINTERRUPTED OR ERROR-FREE OR WORK IN COMBINATION WITH ANY OTHER HARDWARE SOFTWARE, SYSTEM OR DATA,
- (C) DATA STORED THROUGH USE OF THE BETA SERVICES MAY NOT BE CORRECT OR RELIABLE,
- (D) THE BETA SERVICES OR THE QUALITY OF THE PRODUCTS, INFORMATION OR OTHER MATERIAL PURCHASED OR RECEIVED BY A CUSTOMER THROUGH THE BETA SERVICES MAY NOT FULFILL THE CUSTOMER'S NEEDS OR REQUIREMENTS, OR

**(F) BETA SERVICES MAY BE SUBJECT TO RESTRICTIONS, DELAYS AND OTHER PROBLEMS EXISTING IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATION.**

**12.2 Feedback.** When using the Beta Services, the Customer undertakes to

- (a) provide Logtrade with information about any errors or defects found in the Beta Services;
- (b) inform Logtrade of any proposed changes, modifications, or improvements to the Beta Services; and
- (c) provide Logtrade with all information and documentation required for Logtrade to evaluate the results of the Beta Services (collectively, the "**Beta Test Data**").

**12.3 Confidential.** The Beta Services and the content created through the Beta Services are confidential and protected by Logtrade and its licensors. The Customer agrees not to disclose any part of the Beta Services, the content or any information relating to the Beta Services (including without limitation the results of the use or Beta Test Data) to any third party without Logtrade's prior written permission. Customer acknowledges and agrees that unauthorized use or disclosure of such information would cause irreversible damage and significant damage to Logtrade that would be difficult to determine; consequently, the participant agrees that Logtrade has the right to obtain an injunction or other just exemption to enforce obligations under this agreement without limiting other rights or actions.

**13. TERMINATION OF AGREEMENT/SUBSCRIPTION; NO ASSIGNMENT OF AGREEMENT**

**13.1 Subscription Term.** The term of each Subscription for the Service continues for an applicable Service beginning on the Subscriptions Start and continuing for the duration set forth on Order form based on the Pricing Modell.

**13.2 Effects of Term.** These Terms and Conditions are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms.

**13.3 Material Breach.** Either party always has the right to terminate this Agreement immediately if the other party is in material breach of its obligations under this Agreement and does not cure such breach within fifteen (15) days of notification of breach from the other party. Logtrade also has the right to immediately terminate this Agreement if the Customer's connection to the Service is closed or could have been closed in accordance with this Agreement. Logtrade also has the right, after notification to the Customer, to terminate this Agreement with immediate effect and close the Customer's access to the Service if the Customer has been declared bankrupt, enters into liquidation, initiates corporate reorganization or otherwise may be considered insolvent. Termination of the Agreement must always be in writing.

**13.4 Customer Breach.** Upon Logtrade's termination of this Agreement pursuant to this section 13 due to the Customer's breach of contract, the Customer shall indemnify Logtrade in respect of all obligations to third parties that the Customer has entered into due to the Subscription Agreement at the time the Subscription Agreement terminates and reimburse Logtrade for any other costs, losses due to breach of contract.

**13.5 Deletion of Information.** Upon expiration or termination of the Subscription Term for one or more Subscriptions, Logtrade has the right to delete all the information stored by the Customer in Logtrade's server using the Service under such Subscription(s). After the termination of this Agreement, the Customer is responsible for securing the access and storing the material that the Customer has received through the use of all of the Services under all Subscriptions that the Customer wishes to preserve. However, deletion of information will not take place earlier than sixty (60) days after the termination of this Agreement.

**13.6 Uninstallation.** Upon termination of the Agreement, the Customer shall immediately uninstall from all computers and storage media all software attributable to the Service and return to Logtrade all copies of such software and all associated Documentation. The Customer must within ten (10) days from the termination of the

Agreement confirm in writing to Logtrade that such uninstallation and return has taken place.

**13.7 Transfer Rights.** Customer may not assign or transfer this Agreement without Logtrade's prior written consent. As an exception to the foregoing, you may assign this Agreement in its entirety (including all Orders Forms) to Your successor resulting from a merger, acquisition, or sale of all or substantially all of Your assets or voting securities, provided that You provide Us with prompt written notice of the assignment and the assignee agrees in writing to assume all of Your obligations under this Agreement. Any attempt by You to transfer or assign this Agreement except as expressly authorized above will be null and void. We may assign Our rights and obligations under this Agreement (in whole or in part) without Your consent. We may also permit our Affiliates, agents, and contractors to exercise Our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, these Terms will inure to the parties' permitted successors and assigns.

**13.8 Subcontractors.** Logtrade has the right to hire subcontractors for the performance of commitments in accordance with these Terms and Conditions. When using a subcontractor, Logtrade is responsible for the subcontractor's work and services in relation to the Customer.

**13.9 Survival.** The following provisions will survive any termination or expiration of the Agreement: [2.2 \(Payment Processing\)](#), [Sections 4.2 \(Limitations and Acceptable Use of the Service\)](#), [5 \(Intellectual Property Rights\)](#), [6 \(Confidentiality\)](#), [9.2 \(Warranty Remedy\)](#), [9.3 \(Warranty Disclaimer\)](#), [10 \(Limitations of Liability\)](#), [11 \(Indemnification\)](#), [12 \(Beta Services\)](#), [13 \(Termination of Agreement/Subscription; No Assignment of Agreement\)](#), [16 \(Miscellaneous\)](#), and [17 \(Applicable Law and Disputes\)](#).

## 14. FORCE MAJEURE

If Logtrade is delayed in, or prevented from, performing any of its obligations under the Agreement due to events which are beyond its reasonable control, including but not be limited to war, act of war, terrorism, natural disasters, diseases, government action or omission, new or changed legislation, conflict in the labor market, blockade, fire, flood, serious disruption of telecommunications, loss of or destruction of large-scale data or property of significant importance, other extensive damage or accident of a larger extent and similar circumstances, Logtrade shall be entitled to defer enforcement for as long as is necessary to eliminate the effects of such event. Should the performance be postponed on the basis of this provision for a period exceeding ninety (90) days, each of Logtrade and the Customer is entitled to terminate the Subscription. Logtrade is not responsible for damage or loss that may occur to the counterparty as a result of the performance being suspended or terminated in accordance with the above.

## 15. CHANGES TO TERMS

**15.1 Term Modifications.** We may modify the terms and conditions of Agreement (including Our Privacy Policy) from time to time, with notice to You in accordance with Section 16.2 (Notices) or by posting the modified Terms on Our website. Together with notice, We will specify the effective date of the modifications.

**15.2. Beta Services.** You must accept the modifications to continue using the Beta Services. If You object to the modifications, Your exclusive remedy is to cease using the Beta Services.

## 16. MISCELLANEOUS

**16.1 Entire Agreement.** These Terms and Conditions are the entire Agreement between the Logtrade and You regarding the Customer's use of the Services and any other subject matter covered by these Terms and Conditions and supersede all prior or contemporaneous oral or written communications, proposals and representations between You and Us with respect to the Service or any other subject matter covered by these Terms and Conditions. No provision of any purchase order or other business form employed by You will supersede or supplement

the terms and conditions of these Terms and Conditions, and any such document relating to these Terms and Conditions will be for administrative use only and will have no legal effect. Amendments to or additions to these Terms and Conditions shall, in addition to what is stated in Section 15 above, be binding in writing and duly signed by the parties in order to be binding.

**16.2 Notice.** Notification and information to the Customer can be sent to You through email address specified by you in the Order Form. Notice sent by post shall be deemed to have been received by the other party three business days after dispatch if the letter has been sent within Sweden and ten business days if the letter has been sent from outside of Sweden. Messages sent by electronic mail shall be deemed to have been received by the other party no later than one working day after dispatch.

**16.3 Account Messages.** Messages from Logtrade to the Customer are sent to You on Your e-mail address specified by You in the Order Form. Messages from the Customer to Logtrade can be sent via the heading "Contact" on the Website. Notification can also be made via the Website and the Customer is then considered to have kept this notice when the Customer's first use of the Service after the notice has been posted on the Website. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing.

**16.4 Written Notice.** In cases where, in accordance with these Terms and Conditions, a written notice is required from one of the parties to be written as a written notice, a letter or electronic mail is considered. For the Customer's termination of the Subscription Agreement, however, a physical document (letter or scanned letter) signed by an authorized representative of the Customer is required.

**16.5 Interpretation of conflicting terms.** In the event there is a conflict between these Terms and Conditions and an Order Form, documents included in the Term and Conditions apply in the following order: Terms and Conditions, Order Form, Invoice.

**16.6 Independent Contractors.** The parties are independent contractors. These Terms and Conditions will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power, or authority to create any duty or obligation of the other party.

**16.7 Website Access.** The Website may not be accessed or used by any national of certain countries or groups against which the United States and/or European Union have instituted sanctions (including Iran, Cuba, North Korea, Syria and Sudan) and other proscribed persons who are listed on the Denied Parties List. Further restrictions apply to any end user who will utilize content provided on the Website and or API:s in the design, development or production of nuclear, chemical or biological weapons or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or any end user who has been prohibited from participating in the US and/or EU export transactions by any agency of the US government or European Union.

Due to technical uncertainties preventing verification of the identity and ultimate point of access by any person attempting to access or use the Website, Your access of the Website, including the presentment of any authorized user ID and password, constitutes Your express representation that

- (1) the person attempting access thereunder is not a national of any such sanctioned country or group and
- (2) is not included on such Denied Parties List,
- (3) has not been prohibited from participating in US and/or EU export transactions;
- (4) such use is not restricted, and
- (5) that, as an authorized User, You have not disclosed or provided such password and user ID to any such person for use under Your registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.

The following applies if You access the Website from outside the United States and European Union:

You are doing so at Your own risk, and You remain fully responsible and liable for familiarity and compliance with these Terms and Conditions as well as with the laws, regulations, directives, codes, and rules of the United States, European Union, and the country within which you reside, including applicable import and export compliance laws and regulations, as well those of the jurisdiction from which You are accessing the Website, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on the Website.

The following applies if You access the Website from within the United States:

You agree that Your use of the Website, or any content will be in compliance with US export control laws and executive orders. The information provided on and through the Website may be deemed in some cases to be controlled technology and subject to the export control restrictions of the United States and other jurisdictions.

**IT IS YOUR OBLIGATION TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE COUNTRY FROM WHICH YOU ARE ACCESSING AN SAP WEBSITE.**

## **17. APPLICABLE LAW AND DISPUTES**

**17.1 Governing Law.** Swedish law shall apply to these Terms and Conditions for Customers accessing the Website in Sweden, the EU, the EEA and elsewhere outside the United States. California, law shall apply to these Terms and Conditions for Customers accessing the Website in the United States.

**17.2 Not Applicable.** The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms and Conditions. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms and Conditions regardless of when or where adopted.

**17.3 Arbitration.** For Customers accessing the Website in Sweden, the EU, the EEA and elsewhere outside the United States, disputes regarding the interpretation or application of this agreement shall be finally settled by arbitration in accordance with the rules of the Stockholm Chamber of Commerce's Arbitration Institute. The arbitration proceedings shall take place in Malmö. If in the event of a dispute the value of what is claimed obviously does not exceed SEK one hundred thousand (100,000), or if the Customer is a consumer who has used the Service only for individual use, the dispute shall be decided by a general court. If the amount of the dispute amounts to more than SEK one hundred thousand (100,000) but less than SEK one million (1,000,000), the Stockholm Chamber of Commerce's Arbitration Institute's rules on simplified arbitration shall be applied. However, Logtrade has the right to bring an action for compensation or coercive measures against the Customer in a general court due to illegal copying or dissemination to the public of the Service.

For Customers accessing the Website inside the United States, Customer and Logtrade agree to resolve any claims relating to this Agreement or the Services through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in Palo Alto, California, or any other location both parties agree to in writing. Either party may bring a lawsuit in the federal or state courts of Santa Clara County, California solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of Our Intellectual Property Rights, without first engaging in arbitration. Customer may only resolve disputes with Logtrade on an individual basis and will not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

## **APPENDIX 1 Term and Conditions – DATA PROCESSING AGREEMENT**

### **1. BACKGROUND**

1.1 If You are entering into this Agreement on behalf of Yourself, the term Customer shall refer to You as an individual (“the Customer”) Customer has engaged Logtrade Technology AB, org.nr 556659-9410 (“Logtrade”, jointly with the Customer “the Parties”) regarding certain Services that Logtrade shall provide the Customer according to the Terms and Conditions entered into by the Parties (the ”Terms and Conditions”). Within the framework of the Term and Conditions, Logtrade will, in its capacity as personal data processor, process personal data for which the Customer is data controller in accordance with the Data Protection Act (the “Processing”).

1.2 The purpose of this Data Processor Agreement (the ”Agreement”) is to ensure that the Processing takes place in accordance with the Data Protection Act, the Customer’s instructions and what has otherwise been agreed between the Parties. The Agreement is an appendix to the Terms and Conditions.

1.3 The Parties are aware that Logtrade, in addition to its role as a data processor to the Customer, has an independent right to process certain personal data for its own purposes, which is also covered by the Processing. This personal data processing is performed by Logtrade in its capacity as data controller and is thus not covered by the Agreement.

1.4 In the event of any inconsistency between the provisions of this Agreement and the Terms and Conditions, this Agreement shall prevail.

### **2. DEFINITIONS**

2.1 In the Processing, the Data Protection Act shall be applied.

2.2 ”Data Protection Act” refers to all applicable laws, decrees, regulations, and instructions that apply to the processing of personal data, including but not limited to the EU General Data Protection Regulation 2016/679 and such regulations that implement the EU directive on privacy and electronic communications 2002 / 58 / EC and any amendments, additions or regulations that replace such laws, ordinances, regulations, and rules.

2.3 Unless otherwise stated in this Agreement, terms used in this Agreement shall have the meaning given to them in the Data Protection Act.

### **3. CUSTOMER RESPONSIBILITIES**

3.1 In relation to the data subjects, the Customer is responsible for ensuring that the legal requirements for the Processing meet the requirements of the Data Protection Act.

3.2 The Customer certifies that the Processing complies with the purposes for which the personal data covered by the Processing has been collected.

3.3 It is the Customer’s responsibility to ensure that Logtrade is informed at all times about current instructions such as those in Appendix A as well as other written instructions from the Customer regarding the Processing. In the event that the Customer provides new instructions regarding the processing, which deviates from those that follow from the services according to the Term and Conditions, and these instructions require more from Logtrade and go beyond what is prescribed by the Data Protection Act or the Privacy Protection Board’s advice and statements, Logtrade shall consider but have no obligation to accept such instructions.

3.4 All instructions from the Customer must be in writing or otherwise documented.

## 4. Logtrade RESPONSIBILITIES

4.1 The processing is described in more detail in Appendix A. Logtrade undertakes to process personal data only in the manner and for the purposes necessary to fulfill its obligations under the Terms and Conditions, this Agreement or in accordance with the documented instructions provided by the Customer in Appendix A and which have been approved by Logtrade. Logtrade may also process personal data in order to provide any additional services that the Customer orders from time to time.

4.2 Upon receipt of written instructions regarding the Processing from the Customer, such as those in Appendix A, Logtrade shall within a reasonable time take appropriate measures to ensure that the Processing is adapted in accordance with the instructions. For such measures regarding the Processing that are not expressly specified by the Customer at the time of entering into the Terms and Conditions and this Agreement, Logtrade has the right to request special compensation.

4.3 Logtrade undertakes to ensure that every physical person who performs work under its management and who has access to personal data is informed of the content of this Agreement and only processes the personal data in accordance with the Agreement and the Customer's documented instructions.

4.4 Logtrade shall to a reasonable extent assist the Customer through appropriate technical and organizational measures, to the extent necessary for the Customer to be able to fulfill its obligations to respond to requests from the data subjects for register extraction or correction, blocking or deletion of personal data.

4.5 Logtrade shall, without unreasonable delay from the time Logtrade has become aware of a personal data incident, notify the Customer thereof, unless Logtrade can show that it is unlikely that the personal data incident does not entail a risk to the rights and freedoms of physical persons. Logtrade shall, to a reasonable extent, assist the Customer with the information that the Customer needs to and fulfill its obligations regarding the notification of the personal data incident to the competent supervisory authority and, where applicable, information to the data subjects about the personal data incident.

4.6 Logtrade undertakes to, to a reasonable extent, assist the Customer in carrying out impact assessments regarding data protection and prior consultation and to participate in the investigation of personal data incidents that have occurred with competent supervisory authorities.

4.7 Logtrade shall be entitled to reasonable remuneration for work performed in respect of the commitments in sections 4.4-4.6.

## 5. TRANSFER OF DATA

### 5.1 Transfer to third countries

5.1.1 Logtrade undertakes not to transfer personal data to a third country (i.e. a country outside of the EU / EEA), unless the Customer has approved of such transfer in writing, and that any requirements imposed on such transfers pursuant to applicable Data Protection Act are met. This means that Logtrade shall, primarily, ensure that the receiving country is subject to an adequacy decision rendered by the European Commission. In the absence of an adequacy decision, Logtrade shall ensure that appropriate safeguards have been provided by fulfilling at least one of the following requirements:

- (a) the transfer is subject to a legally binding and enforceable instrument between public authorities or bodies;
- (b) Logtrade and the recipient of the personal data are subject to binding corporate rules approved by the competent supervisory authority;

- (c) the transfer is subject to standard data protection clauses adopted by the European Commission, or by a supervisory authority and approved by the European Commission, including, but not limited to, the standard contractual clauses issued by the European Commission in decision (EU) 2021/914);
- (d) the transfer is subject to a code of conduct or certification mechanism, approved by the competent supervisory authority, together with binding and enforceable commitments of Logtrade and the recipient in the third country to apply the appropriate safeguards, including as regards data subjects' rights; or
- (e) the transfer is subject to contractual clauses between Logtrade and the recipient of the personal data in the third country, approved by the competent supervisory authority.

5.1.2 In the absence of an appropriate safeguard pursuant to section 5.1.2 (a)-(e) above, Logtrade shall ensure that at least one of the following requirements are met:

- (a) the data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the data subject and the Customer or the implementation of pre-contractual measures taken at the data subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the Customer and another natural or legal person;
- (d) the transfer is necessary for the establishment, exercise or defence of legal claims; or
- (e) the transfer is necessary in order to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent.

5.1.3 Provided that Logtrade can show that at least one of the relevant actions set forth in sections 5.1.2 and 5.1.3 above has been taken, the Customer may not unreasonably withhold its approval regarding the transfer.

## 5.2 Transfer to third parties

5.2.1 Logtrade may not disclose any personal data to third parties without the prior written consent of the Customer, unless disclosure is required in accordance with applicable law or government decision. However, Logtrade always has the right to disclose personal data to subcontractors in accordance with clause 6.1 below and when such disclosure is required for the performance of the transfer that the Customer administers through the services in accordance with the Terms and Conditions.

5.2.2 If Logtrade is required by a court or authority to disclose personal data or take other action as a result of the Processing, Logtrade is entitled to reasonable compensation for work performed. Logtrade is also entitled to reasonable compensation for other disclosure of personal data to anyone other than the Customer and for measures in connection with such disclosure.

## 6. SUBCONTRACTORS

6.1 By signing this Agreement, the Customer agrees that Logtrade engages subcontractors ("Subcontractors") to perform the Processing. The transfer of personal data to Subcontractors takes place at Logtrade's risk and does not entail any changes in the division of responsibilities that applies between Logtrade and the Customer.

6.2 Logtrade undertakes to inform the Customer in writing before hiring the Subcontractors. The Customer shall



have the opportunity to object to Logtrade's choice of the Subcontractors within ten (10) days of the Customer receiving Logtrade's notice thereof. Logtrade may not engage the selected the Subcontractors if the Customer has presented reasonable objections. The parties agree that the Customer may, by signing this Agreement, be deemed to have been informed that Logtrade intends to engage the Subcontractors listed in Appendix B.

6.3 When Logtrade engages the Subcontractors to perform the Processing, Logtrade undertakes to sign an agreement for the handling of personal data with the Subcontractors, whereby the Subcontractors is imposed to the same obligations as under this Agreement are incumbent on Logtrade. Logtrade undertakes to inform the Customer in writing before hiring the Subcontractors.

## **7. SECURITY MEASURES**

7.1 Logtrade shall take the technical and organizational measures required by the Data Protection Act to ensure a level of security that is appropriate in relation to the risk, especially in relation to risks regarding unauthorized access, destruction and alteration of the personal data covered by the Processing. Logtrade decides how such measures are to be implemented to achieve the required level of protection.

7.2 If the Customer makes it probable that a new safeguard measure is required or that an existing safeguard measure must be adapted to meet legal requirements for an appropriate security level or to comply with government decisions, the Parties shall discuss the implementation of such a measure or amendment of an existing safeguard measure. Extended or additional safeguard measures require written agreement between the Parties. In such a case, Logtrade shall be entitled to special compensation for security measures taken.

## **8. CONFIDENTIALITY**

8.1 Logtrade undertakes not to disclose to outsiders such information that Logtrade has received from the Customer in its capacity as data controller received from the Customer or such information that Logtrade otherwise processes in its capacity as data controller to the Customer. Logtrade undertakes to ensure that the persons working under its management have undertaken to observe confidentiality in accordance with this clause 8.

However, confidentiality obligations shall not apply to information that:

- (a) is publicly known or comes to public knowledge other than by breach of this Agreement;
- (b) information that Logtrade may demonstrate that Logtrade had in its possession before Logtrade received the information from the Customer in connection with this Agreement;
- (c) information that Logtrade lawfully receives without limitation the right to pass it on from third parties outside this contractual relationship; or
- (d) information that each Party is legally obliged to provide due to mandatory legislation, court decisions or decisions of another authority.

## **9. AUDIT AND REVIEW**

9.1 The Customer has the right, with thirty (30) days' notice, at his own expense, himself or through a third party authorized by him (the "Auditor") to carry out audits (including inspections) to check that Logtrade complies with this Agreement.

9.2 When appointing the Auditor, the Customer shall take into account such competitive aspects that relate to business relationships between Logtrade and the intended Auditor. In this regard, the Auditor must be approved by Logtrade. However, such approval shall not be unreasonably refused by Logtrade.

9.3 Logtrade undertakes to provide the Customer or the Auditor with access to the documentation required to show that Logtrade has fulfilled its obligations under the Agreement and shall also otherwise assist the Customer or the Auditor in carrying out audits and inspections. Inspection and inspection may be carried out during office hours, on weekdays between 9 and 16.

9.4 Logtrade may give the Auditor limited access to Logtrade's premises where the Processing is performed. When such a site inspection is carried out, the Auditor must follow Logtrade's reasonable work rules, safety requirements and other regulations that apply at the workplace and must not interfere with Logtrade's daily operations. The auditor shall not have access to such confidential information concerning Logtrade's other customers or other personal data that is not processed within the framework of this Agreement.

## **10. DAMAGES AND LIABILITY TOWARDS THIRD PARTIES**

10.1 Each Party undertakes to indemnify the other Party in the event that the other Party suffers damage as a result of the first Party's processing of personal data in violation of the Data Protection Act or this Agreement. Such damage may include, but is not limited to, the obligation to pay damages to a data subject or to pay administrative penalty fees decided by the competent supervisory authority.

10.2 Each Party shall not be obliged to pay compensation for indirect damages such as, for example, non-profit under this Agreement.

## **11. TERM AND TERMINATION**

11.1 The Agreement applies from the time both Parties sign the Terms and Conditions and as long as Logtrade processes personal data on behalf of the Customer. Provisions on termination are contained in the Terms and Conditions.

11.2 The Customer has the right to have the personal data covered by the Process returned at the termination of the Agreement. Requests for the return of personal data must be in writing and submitted to Logtrade no later than in connection with the termination of the Terms and Conditions or its expiry. In addition, upon termination of this Agreement, Logtrade undertakes to delete, or alternatively de-identify, all personal data covered by the Processing from such systems used in the Processing, unless such procedure is incompatible with applicable national law or EU law.

11.3 If the Terms and Conditions terminates and a new such agreement, which also includes the processing of personal data, is entered into without a new data processors agreement being entered into, this Agreement also applies to personal data processing that takes place as part of services provided under the new agreement.

## **12. APPLICABLE LAW AND DISPUTES**

12.1 Swedish law applies to this Agreement.

12.2 Disputes in connection with this Agreement shall be finally settled in accordance with the dispute resolution provision set out in the Terms and Conditions.

## Appendix A DATA PROCESSING AGREEMENT – Instructions for performing the Processing

In addition to what is stated in the Agreement, the instructions below shall apply and be observed by Logtrade when performing the Processing.

<b>Purpose</b>	The processing may only be performed for the purpose of providing the services stated in the Terms and Conditions, ie. mainly for the purpose of providing the services to the Customer. The personal data may not be processed or used by Logtrade for its own or any other purposes.
<b>Types of Processing</b>	Logtrade may use such types of processing of personal data as is necessary to provide the services specified in the Terms and Conditions, including registration, organization, storage, modification, use and / or deletion.
<b>Types of Person Data</b>	<p>Logtrade may only process the following types of personal data:</p> <ul style="list-style-type: none"> <li>• <i>name and contact information, including address, mobile number and e-mail address;</i></li> <li>• <i>username and password for our services;</i></li> <li>• <i>social security number;</i></li> <li>• <i>delivery and billing information, payment information and other information that you provide in connection with the purchase or delivery of a product or service; and</i></li> <li>or</li> <li>• <i>information about your internet connection, the equipment you use to access our website and usage information.</i></li> <li>• <i>GPS coordinates</i></li> </ul> <p><i>Logtrade may also process other personal data if it is necessary to provide the services set out in the Terms and Conditions.</i></p>
<b>Categories of Registered</b>	<p>The processing shall only include senders, recipients, users of the service, other parties involved in a shipment, shipping staff and administrative staff working for customers and suppliers provided by the Customer.</p> <p>Logtrade may also process personal data concerning other categories of registered persons if this is necessary to provide the services set out in the Terms and Conditions.</p>
<b>Duration of Processing</b>	The personal data shall be deleted by Logtrade upon termination of the Agreement in accordance with what is stated in the Agreement. Personal data shall also be deleted by Logtrade from case to case in accordance with the Customer's written instructions. Instead of deleting, Logtrade has the right to de-identify the data covered by the Processing in such a way that they no longer constitute personal data.

## **Appendix B DATA PROCESSING AGREEMENT - Subcontractors approved by the Customer**

The Customer approves and is informed that Logtrade engages the following Subcontractors in accordance with clause 6.2 of the Agreement.

- Axians AB
- Shibuya AB
- HERE Global B.V.
- Microsoft Ireland Operations Ltd
- International Business Machines Corporation ("IBM")
- Functional Software Inc