



General Conditions for the Service LogTrade Distribution 2.0
2008-04-15

In accordance with these general conditions (the “General Conditions”) and in accordance with the agreement by and between LogTrade BarLink AB, Reg. Nr. 556659-9410, (“LogTrade”) and the Customer (the “Subscription Agreement”), the Customer is entitled to use the service LogTrade Distribution 2.0 (the “Service”), provided by LogTrade, which is further described in the manual (the “Manual”), set out in Appendix 1.

The Customer will receive access to the Service via Internet, or by installation of specifically software to be installed on the Customer’s server. LogTrade undertakes to provide the Customer access to the Service on LogTrade’s server on the conditions set out in the Subscription Agreement and in these General Conditions.

1 SCOPE OF SERVICE

- 1.1 The Service consists of the services, the systems and the information made available through the platform LogTrade Distribution 2.0 and which have been set out in appendix 2 to the Subscription Agreement. The Service also includes the functions of the Services, which the Customer, by registration on the homepage of LogTrade (the “Homepage”), has accepted to receive directly from LogTrade and which is made accessible and can be downloaded by the Customer from the Homepage, alternatively which have been installed on the Customer’s server. The information is made accessible by LogTrade by connecting the Customer’s computers with the computer-system of LogTrade via Internet. In accordance with the general conditions for the support service, Appendix 3, the Customer have the right to use the support service.
- 1.2 LogTrade undertakes to provide the Service in the start configuration which is set out in the Manual, as of the day the Subscription Agreement enters into force, and provided that the Customer has paid the annual service fee, continuously update the Service in connection with LogTrade’s general update and support of the Service.
- 1.3 LogTrade’s objective is that the Service shall be accessible for the Customer via Internet 24 hours a day all the year round. However, the Customer is aware of that LogTrade may, at its own discretion and when it deems necessary, take measures which may effect the accessibility of the Service, such as technical and operational maintenance or security updates. LogTrade shall, on beforehand if possible, give notice to the Customer regarding scheduled interruptions of the Service. The Customer is also aware of that accessibility to the Internet can not be guaranteed by LogTrade in general. LogTrade has no liability for damages to Customer or any third party, arising out of a scheduled or an unscheduled interruption of the accessibility of the Service. However, LogTrade will always use reasonable endeavors to avoid such interruptions and try to repair such interruptions as soon as possible.

2 OBLIGATIONS OF THE CUSTOMER

Necessary equipment

- 2.1 It is the responsibility of the Customer to supply all necessary telephone and computer equipment as well as all software, hardware and other equipment, which is necessary for the Customer to use the Service and to gain access to LogTrade’s server.

Connection to Service

- 2.2 Connection to the Service by the Customer entering into a Subscription Agreement with LogTrade. The Subscription Agreement can be entered either by a written agreement or by the Customer registers itself on the Homepage. The Customer shall, when registering its users of the Service (the “Users”), supply LogTrade with correct information, including contact details, about the Customer as well as the Users. The Customer shall ensure that the information provided regarding the Customer and the Users is correct and to kept up-to-date at all times.

Use of Service

- 2.3 The Customer undertakes not to use the Service in a manner, which is not in compliance with the purpose of the Service. The Customer may only use the Service for its own internal use. The Customer shall comply with the instructions of LogTrade regarding the use of the Service. The Customer undertakes to ensure and is responsible for that all the Users comply with the regulations in the Subscription Agreement and these General Conditions.

- 2.4 When the Customer registers its Users, it is the responsibility of the Customer that the User has the necessary authority to act on behalf of the Customer and to use the Service. The Customer is bound by the orders and approvals which it has made regarding its Users. The Customer is responsible for that the user-account(s) and the password(s) its Users have received is stored in satisfactory manner and protected from the use of any third party. Several Users are not allowed to use the same account and password to log in to the Service. Each User must log on with an individual and unique username and passwords. The Customer is liable for any and all unauthorized use of its Users’ usernames and passwords, including any and all costs or damages arising out of such unauthorized use of the Service. The liability for such unauthorized use does not come to an end until the Customer has requested LogTrade to block the user account at issue.
LogTrade is entitled to, by the use of its own staff or by the use of subcontractors, make controls in regards of how the Customer uses the Service and its user-account(s) and password(s).

Antecedentia

- 2.5 In connection with the registration of a User, personal information will be registered about the User within the framework of the Service. The Customer is responsible for obtaining necessary consent from the concerned User, in accordance with the Swedish Personal Records Act (Sw: Personuppgiftslagen), regarding the information that will be stored when using the Service or when the User is registered.

3 USE OF INFORMATION

- 3.1 The information the Customer registers on LogTrade’s server when using the Service, will be stored on LogTrade’s server. The Customer does not have any right to use the information of the Service for any other purpose than using the Service. The Customer does not have any right to use or explore, or try to use or explore, other parts of LogTrade’s server than the parts designated by LogTrade.
- 3.2 The Customer is sole and exclusively responsible for any and all information its Users register, use or process when using the Service, as well as for any information the Customer stores on LogTrade’s server. Further, the Customer is sole and exclusively responsible for any and all results the use of the Service will lead to. LogTrade can not guarantee a specific result or effect may be achieved by using the Service.

- 3.3 LogTrade's liability for the Customer's information on LogTrade's server is limited to providing the Service together with providing storage capacity for the information the Customer stores on LogTrade's server within the scope of use of the Service during the term of the Subscription Agreement, and to use reasonable efforts to ensure that LogTrade's server is connected to the Internet. However, LogTrade is not liable for any damages arising out of faults on the Customer's Internet access. LogTrade ensures that information sent from LogTrade's system to the Customer is in same form as when stored by the Customer on LogTrade's server. However, LogTrade is not liable for any damage arising out of the event that the information is changed or distorted during the transfer over the Internet.
- 3.4 LogTrade will not review the information the Customer stores on LogTrade's server or which is sent by the Users when using the Service. If LogTrade receives information about the Service being used in breach of these General Conditions or of legislation in force, LogTrade may at its own discretion remove the information the Users of the Customer have stored on LogTrade's server. However, LogTrade will not remove any information without prior notice to the Customer.
- 3.5 LogTrade Distribution 2.0 contains a function which means that all information which is sent by LogTrade Distribution 2.0 automatically will be copied and stored. The copied information will be stored by LogTrade on an account specifically designated to the Customer. The purpose of this function is to improve LogTrade's objective to provide customer support, maintenance and updates, but also to get statistical data as well as analyzing the use of LogTrade Distribution 2.0. LogTrade undertakes to treat all copied and stored information as strictly confidential. LogTrade will not disclose any such confidential information to any third party, unless required to do so by law, e.g. pursuant to court order. The Customer agrees that LogTrade stores the information as long as LogTrade deems appropriate.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Customer is by entering into the Subscription Agreement granted a non- exclusive right to use the Service, including ancillary software for the use of the Service, in accordance with the Subscription Agreement and these General Conditions.
- 4.2 All intellectual property rights attributable to the Service, as well as all information which is stored and created by the use of the Service, and all intellectual property rights, which is a result of the Customer's and LogTrade's use of the Service, are the sole and exclusive property of LogTrade. Further, all intellectual property rights attributable to software of the Service are the sole and exclusive property of LogTrade, if not the property of a third party. LogTrade may during the term of the Subscription Agreement change the software or the version of the software which is included in the Service at its own discretion. LogTrade is not obliged to have prior consent from the Customer for any such change. Software which is included in the Service may only be copied to the extent which has been explicitly approved in writing by LogTrade. The Customer is under no circumstances allowed to process, change or make amendments to the software which is included in the Service, except from what is explicitly agreed upon in the Subscription Agreement.
- 4.3 The Customer may not use any rights belonging to LogTrade, or any information attributable to the Service if not permitted by these General Conditions. This includes, but is not limited to, trademarks or firm-name of LogTrade.

- 4.4 Nothing in these General Conditions or the Subscription Agreement shall be interpreted as if LogTrade transfers any intellectual property right or grants any license except from what is explicitly stated.

5 CONFIDENTIALITY AND COMPUTER SAFETY

- 5.1 In addition to what is stated in other sections of these General Conditions, each party undertakes not to disclose to any third party any information which it has received by the other Party within the framework of the Subscription agreement or by the use of the Service. The confidentiality undertaking does not apply to such information a party can prove it has received in other ways than within the framework of the Subscription agreement or by the use of the Service. The confidentiality obligation does neither apply to such information which is in the public domain.
- 5.2 The confidentiality obligation does not apply to such information which is is required to be disclosed by law.
- 5.3 The confidentiality obligation remains in force even though the Subscription Agreement is terminated.
- 5.4 The Customer shall at all times when using the Service follow the provisions regarding computer safety. The latest version of those provisions is set out in the General Conditions for the Service LogTrade Distribution 2.0 and in the Product Sheet.
- 5.5 Logtrade has taken reasonable precautions to ensure that the Customer's computers will not be infected by software viruses, or the like, when using the Service. However, LogTrade can not guarantee that damages can not occur due to software viruses and the Customer shall to take own precautions regarding the protection of its computers and computer-systems.

6. PRICE AND PAYMENT

- 6.1 The Customer shall for each User who is registered for the Service, pay a subscription fee in accordance with the updated price list which is available at the Homepage, if not otherwise agreed upon by the parties. The subscription fee shall be payable in advance at an annual basis in accordance to LogTrade's invoice.
- 6.2 The number of subscriptions and authorized Users may be increased or reduced by the Customer adding or removing Users on-line by using the service. Information regarding how to add or remove Users is set out in the Manual.
- 6.3 Obligation to pay for new Users occurs as of the month the User was registered for the Service. Payment regarding new Users shall, if not otherwise specifically agreed upon, be payable in advance at an annual basis in accordance with LogTrade's invoice.
- 6.4 An invoice is due and payable within thirty (30) days after the date of invoice and in accordance with the payment instructions provided on the invoice.. If the Customer does not pay the invoice at maturity date, LogTrade has the right to block the Service for all the Users of the Customer until full payment has been made. However, this right does not occur until LogTrade has given notice to the Customer and ten (10) days have

passed since the notice was given. If an invoice due for payment has not been paid within twenty (20) days thereafter, LogTrade may terminate all the Customers subscriptions in regards to the Service. If a payment is overdue, LogTrade is entitled to refunds, such as charge for reminders, collection charges and interest on the overdue payment in accordance with applicable law together with other reasonable cost attributable to the overdue payment, such as costs for legal advice.

6.5 Complaint of an invoice shall be made to LogTrade within sixty (60) days from the date of the invoice. If the Customer has not lodged a complaint within the stipulated time above, the Customer shall be considered to have accepted the invoice.

6.6 If the Subscription Agreement is terminated the Customer is not entitled to any refund of previous payments.

7 LIMITED LIABILITY

7.1 LogTrade is not liable for direct or indirect damage to the Customer, or any third party, which has occurred in connection with the Customer's use of the Service, or faults or interruptions of the Service, or error in the information which is processed when using the Service. LogTrade has neither any liability concerning the data secrecy in connection with the transfer of information via Internet when the Service is used. The limitation of liability described on this section entails, inter alia, that LogTrade or by LogTrade engaged subcontractor does not bear any responsibility for any damage that might occur due to server error, e g due to loss of stored information in connection with such an error.

7.2 LogTrade's liability, exceeds what is stated above only if LogTrade has caused the damage by gross negligence or through willful conduct. Under all circumstances Logtrade's aggregated liability, in respect of any of its obligations pursuant to the Subscription Agreement, shall in no event exceed the Customers's annual subscription fee, however in no case more than SEK 50,000. Any claim from Customer against LogTrade shall be lodged immediately and in no event later than thirty (30) days from the date the Customer received knowledge, or ought to have received knowledge, of the circumstance on which the claim is based. If the Customer fails to lodge its complaint within the stipulated time the Customer loses its right to put forward the claim.

8 CLAIMS IN CONNECTION TO THE USE OF THE SERVICE

The Customer is liable for any and all claims or third party action against LogTrade arising from the Customer's use of the Service and shall fully indemnify LogTrade for any such claims or actions, including any and all costs arising from such claims or actions. LogTrade shall within reasonable time from such claim or action by written notice inform the Customer of the claim and give the Customer an opportunity to approve a potential settlement agreement or arrangement, before such agreement is agreed upon.

9 TERM OF AGREEMENT, CHANGE OF CONDITIONS, ASSIGNMENT/TRANSFER OF AGREEMENT

9.1 The Subscription Agreement will remain in force for an initial period of twelve (12) months as of the signing of the Subscription Agreement. If neither Party has given notice of termination no later than three (3) months prior to the expiry of this initial term, the Subscription Agreement shall be prolonged by twelve (12) months at a time,

to be terminated by notice three (3) months prior to the expiry of each prolongation period.

- 9.2 Each party is entitled to terminate the Subscription Agreement if the other party is in breach or non-performance of its obligations of these General Conditions or the Subscription Agreement and such breach or non-performance is not remedied within fifteen (15) days from having received a request for such remedial action from the other Party. Further, LogTrade may immediately terminate the Subscription Agreement if the Customer's access to the Service has been blocked or could have been blocked according to these General Conditions. LogTrade may also immediately upon prior written notice terminate the Subscription Agreement and block the Customer's access to the Service if the Customer has not used the Service for a period of two (2) months. Termination of the Subscription Agreement must always be made in writing.
- 9.3 If the Subscription Agreement is terminated, LogTrade may erase all the information the Customer has stored on LogTrade's server, when using the Service. When the Subscription Agreement is terminated it is the Customer's responsibility to take care of and store the information the Customer has received when it has used the Service and which the Customer wishes to preserve. However, LogTrade will not erase any information earlier than sixty (60) days after the Subscription Agreement has been terminated, with exception of what is set out in Section 3.4 above.
- 9.4 When the Subscription Agreement is terminated the Customer shall immediately uninstall all software attributable to the Service from all computers and storage space and return any such software and adherent documentation to LogTrade. The Customer shall within ten (10) days confirm in writing that such uninstallation and return of software and documents has been done.
- 9.5 The Customer may not transfer, lease, lend or in any other way provide any or all parts of the Service, or any or all parts of the software attributable to the Service, or results deriving from the Service, to any third party except from what is explicitly stated in the Subscription Agreement or what is agreed upon in writing between the parties.
- 9.6 The Subscription Agreement may not be transferred to any third party without prior written consent from the other party. However, LogTrade may transfer the Subscription Agreement to an affiliated company or to any other third party in connection with the acquisition of LogTrade's business in which the Subscription Agreement and the Service is part of.
- 9.7 LogTrade may engage subcontractors to perform its obligations in accordance with the Subscription Agreement. Logtrade is liable for any and all performance of such subcontracting in relation to the Customer.

10 **FORCE MAJEURE**

If LogTrade fails to perform a contractual duty due to an impediment beyond its reasonable control and it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of conclusion of the contract and it could not reasonably have avoided or overcome the effects of the impediment, LogTrade is relieved from its duty to perform its obligations under the contract during the length of time required to overcome the effects of any such impediment. Should the

performance be postponed according to this clause during a period exceeding (90) days, the customer Party shall be entitled to terminate this Agreement. LogTrade shall not be liable for damage or loss to the other party caused by performance being postponed or terminated as a result of this clause. If LogTrade wishes to avail itself of the aforesaid rights it shall give the other party timely notice in writing.

11 CHANGE OF CONDITIONS

11.1 LogTrade has the right to amend the General Conditions for the Service, provided that LogTrade has informed the Customer of such amendments no later than three (3) months before such amendment of the General Conditions take effect. In case the Customer does not accept the amendment of the General Conditions the Customer has the right to, before the amended conditions take effect, cancel the agreement as of the date of effectuation of the amended General Conditions. LogTrade shall inform and notify the Customer of above mentioned amendments of conditions according to Section 12.3 of these General Conditions.

11.2 When entering into the Subscription Agreement, the Customer subscribes for a subscription for a maximum number of consignments as described in the Manual. If the number of consignment from the Customer exceeds the yearly number of consignment subscribed for during a connected period of 12 months, the Customer will automatically be upgraded to the next more extensive subscription which covers the number of consignments reached during the year. The upgrade will take place by the date when the number of consignments covered by the current subscription has been consumed. After the upgrade, the Customer shall pay the higher subscription fee in accordance with the price list currently applied. With the exception for this, the Subscription Agreement will remain in force between the parties on unaltered conditions.

12 GENERAL PROVISIONS

12.1 The Subscription Agreement and these General Conditions constitute the entire agreement between the parties regarding the Customer's use of the Service. Amendments of or additions to the Subscription Agreement or these General Conditions shall, in addition to what is stated in Section 11 above, to be binding be in writing and signed by duly authorized representatives of the parties.

12.2 Notifications and information to the Customer may be transmitted via letters, electronic mail or facsimile. Notifications from LogTrade to the Customer is to be sent to the e-mail address or the mailing address the Customer has stated in the Subscription Agreement. Notifications from the Customer to LogTrade may be sent via the headline "Contact" at the Homepage or to the e-mail address or mailing address of LogTrade stated at the entering into of the Subscription Agreement.

12.3 If, according these General Conditions, a written notification is required from a party, letters, electronic mail and facsimile shall be regarded as a notice in writing. However, for the Customer to cancel the Subscription Agreement a physical document (letter or facsimile), signed by a duly authorized representative of the Customer, is required. If LogTrade makes Amendments to the Conditions according to Section 11.1 of these General Conditions, LogTrade shall inform the Customer via a written notification, which in this connection may be made through letter, electronic mail or facsimile to one of the Customer in the Service registered User.

12.4 A notification sent by mail shall be regarded as having been received by the other party three week days after it being sent if the letter has been sent within Sweden and five week days if the letter has been sent from abroad. A notification sent by electronic mail or facsimile shall be regarded as having been received by the other party at the latest one week day after it being sent (if the notification is sent by facsimile the sender must present proper transmission receipt).

13 GOVERNING LAW AND DISPUTES

13.1 The Subscription Agreement and these General Conditions shall be governed by the laws of Sweden.

13.2 Disputes regarding the interpretation or application of this agreement shall be finally settled by arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings are to take place in Malmö, Sweden. If the value of what is claimed in the dispute clearly does not exceed one hundred thousand (100,000) SEK, or if the Customer is a consumer who has been utilizing the Service for private use only the dispute shall be determined by a court of law. If the amount in dispute exceeds one hundred thousand (100,000) SEK but amounts to less than one million (1,000,000) SEK, the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce is to be applied.