

GENERAL TERMS – BETWEEN LOGTRADE TECHNOLOGY AB AND THE LICENSEE

In accordance with these general terms (“General Terms”) and in accordance with the Agreement (“License Agreement”) between LogTrade Technology AB, corporate identify number 556659-9410, (“LogTrade”) and the client (the Licensee), the Licensee is entitled to a license to use the at any time provided Services by LogTrade through the platform LogTrade and/or any other programs provided by LogTrade together with this platform (referred to below as the “Service”).

These General Terms shall apply if no other written agreement has been made between LogTrade and the Licensee.

1. THE SCOPE OF THE SERVICE

- 1.1 The Service refers to the services and systems that the Licensee through registration on LogTrade’s website www.logtrade.se (the “Website”) or through the License Agreement has accepted to acquire directly from LogTrade and which can be acquired on and reached by the Licensee’s computer through the Website, or that has been installed on the Licensee’s own server. The Licensee is entitled to support in accordance with the terms provided in these General Terms.
- 1.2 LogTrade commits to ensure that the Licensee gets access to the Service within reasonable time and to provide the Service during the period of the License Agreement, see Clause 11.1 below. LogTrade aspire to ensure that support is provided for different suppliers. LogTrade is not responsible for all the services of the specified supplier or that the specified functions are supported by the Service at any time. The Licensee must on each occasion control which services and functions at the specified supplier that has support. If the demands from different suppliers changes it might entail that LogTrade changes the existing support for EDI, or other electronic communication, or other for these suppliers, for example by expanding or removing the support.
- 1.3 Regarding the Licensee’s shipments an agreement is concluded between the Licensee and the respective supplier, which means that LogTrade is not a contracting party and therefore has no responsibility for the execution of these supplier’s services. The Licensee will be liable for any costs that may arise from the supplier.
- 1.4 LogTrade’s objective is that the Service shall be available for the Licensee via the Internet 24 hours a day and all days of the year. However, the Licensee is aware that LogTrade may have to make arrangements that affect the availability of the Service if and when LogTrade finds it necessary due to technical, maintenance, operational or security-related reasons. If possible LogTrade shall inform the Licensee in advance about planned interruptions in the Service. The Licensee is also aware that the availability to the Internet cannot be guaranteed overall. LogTrade is not liable for potential damages to the Licensee or a third party due to planned or unplanned interruptions in the availability to the Service. LogTrade will always take reasonable

precautions to avoid interruptions and to remedy interruptions that have occurred without unnecessary delay.

- 1.5 LogTrade cannot be held responsible for any damage that might arise from errors in the transmission of information to or from the Licensee or if errors occur during the print of transport documents at the Licensee's use of the Service.
- 1.6 If the Licensee has integrated the Service with a system developed from a third party the Licensee is responsible for both this system and for the system's creation of correct information after specifications from LogTrade.
- 1.7 LogTrade's responsibility according to this Clause and otherwise according to these General Terms presumes that the Licensee meet all the responsibility and commitment provided by Clause 2 below, or otherwise provided according to these General Terms.

2. THE LICENSEE'S COMMITMENTS

Required equipment

- 2.1 The Licensee shall provide all telephone and computer equipment and all hardware and software, and other equipment necessary for the Licensee's use of the Service. The Licensee is responsible for applications from third parties such as web browsers, PDF reader, antivirus and firewalls are installed properly and allow traffic towards websites referred to by LogTrade.

Connection to the Service

- 2.2 Connection to the Service occurs when the Licensee concludes a License Agreement with LogTrade. The License Agreement can be concluded either by written agreement or by registering on the Website. When registering the Licensee's users of the Service (Users) correct information shall be stated, including contact information regarding both the Licensee and all Users, including information regarding the corporate registration number, civic registration number, email, and domicile information. The Licensee shall make sure that the information that is registered in the Service regarding the Licensee and Users is correct at all time and shall update the information when needed.

Use of the Service

- 2.3 The Licensee undertakes not to use the Service in a way which is not in compliance with the purpose of the Service or that violates applicable law. The Licensee may only use the Service for its own, internal use. The Licensee undertakes to hold LogTrade free of liability of any claim of damage from third party directed at LogTrade, due to the Licensee's use of the Service contrary to this provision, including but not limited to claims regarding encroachment of third party's intellectual property rights. The Licensee shall adapt its use of the Service in accordance with LogTrade's instructions. The Licensee shall ensure and be responsible that all Users of the Service follow the content of the License Agreement and these General Terms.
- 2.4 When registering Users the Licensee is responsible for the User's competence to use the Service on the Licensee's behalf. The Licensee is bound by the orders and endorsements made by the Users. The Licensee is responsible that the User identity/ies and the password/s the User acquires for the Service is stored in a satisfactory way and

is inaccessible for third parties. Several Users are not allowed to use the same username and password to log on to the Service. Every User shall log on individually with for the User unique user data. Users are not permitted to be logged on several computers simultaneously.

- 2.5 If a Licensee has more Users than what is stated in the License Agreement LogTrade is entitled to automatically upgrade the Licensee to another license with more Users, which could result in an increased cost for the Licensee. The Licensee is responsible in full for any unauthorized use of the Licensee's User's user information, including all costs or damages that may result from such unauthorized use of the Service. The Licensee's liability for such unauthorized use ceases only when the Licensee has requested that LogTrade shall block certain User's access to the Service. LogTrade is entitled, with its own or with externally commissioned personnel, to check the use of the Service at the Licensee and check the Licensee's use of user identities and passwords.

3. PROCESSING OF INFORMATION

- 3.1 The information that the Licensee registers via usage of the Service is stored in a server disposed by LogTrade. The Licensee is not entitled to use information in the Service for any purpose other than use of the Service.
- 3.2 The Licensee is solely and exclusively responsible for all information that the Licensee's Users register, process or handle through the Service. The Licensee is solely and exclusively responsible for the results the Licensee obtains through the use of the Service. LogTrade does not guarantee that a particular result or a certain effect can be achieved through use of the Service.
- 3.3 LogTrade is not responsible for disturbance or distortion of information that occurs when transferring the information to the Internet.
- 3.4 LogTrade will not review the information and material that the Licensee stores in the use of the Service or that is sent by the Licensee's Users through use of the Service. If it comes to LogTrade's knowledge that the Service is used in a manner in breach of the provisions of these General Terms or in breach of applicable law, LogTrade is entitled to remove information or material that the Licensee's Users registered in the Service. LogTrade will not remove any information or material without prior notice to the Licensee.
- 3.5 The Service includes a feature that means that the information sent by the Service is automatically copied and stored. The purpose of this function is to improve LogTrade's opportunities to provide customer support, maintenance and upgrades, to keep statistics on and analysis of the use of the Service as well as to further develop the Service. LogTrade undertakes to treat all copied and stored information as strictly confidential. LogTrade will not disclose such information to third parties unless there is a legal obligation, for example, because of a decision from court. All information related to the Licensee will be stored during the term of this Agreement, and will be erased without undue delay upon the termination of the License Agreement.

Personal data

- 3.6 By providing the Service, LogTrade will gain access to and process personal data on behalf of the Licensee. The General Data Protection Regulation (EU) 2016/679 requires that a written agreement is concluded between the party determining the purposes and means of the processing of personal data (the data controller) and the party processing the personal data on behalf of the data controller, i.e. the data processor. The Parties have therefore agreed to enter into a data processing agreement on the terms set forth in Appendix 2 of the License Agreement.

4. SUPPORT

- 4.1 Support is provided only in respect of services, systems information and/or products specified in the License Agreement or specified by ordering on the Website and after the Licensee has paid the applicable support fee to LogTrade. The Licensee shall be entitled to support service from LogTrade on Swedish business days between 08.30 and 16.00 (lunch hour 12.00-13.00 (support service cannot be guaranteed during lunch hours), excluding bank holidays in Sweden and other days announced on the Website. The support includes support via phone, the Internet, and email. LogTrade is entitled to make reasonable adjustments of opening hours, contact information etc. and to suspend or postpone with telephone support. Notice of such adjustments are made on the Website or elsewhere communicated to the Licensee in writing or via email to registered Users.
- 4.2 LogTrade's obligation to provide support presumes that:
- (a) The Licensee will use every reasonable effort to resolve any problems arising in consultation with LogTrade,
 - (b) The Licensee will provide the necessary information or the means necessary to enable debugging of the error, either at LogTrade or via dial-up connection to the Licensee's premises, including access to both his staff as the hardware and software used at the onset of the fault, and that
 - (c) the Licensee promptly installs all maintenance releases.
- 4.3 The Licensee acknowledges that LogTrade provides technical support remotely. The Licensee acknowledges that LogTrade through such remote is given access to the Licensee's computer system and that the purpose of this is to enable LogTrade's support technician to make any necessary changes in the Licensee's computer system, if required. The Licensee is responsible for its Users being authorized, if necessary, to utilize support remotely. The Licensee is also aware and accepts that LogTrade takes no responsibility for any damage – direct or indirect – caused the Licensee through the use of technical support remotely unless such damage is caused to the Licensee by malicious or gross negligent conduct, from LogTrade.
- 4.4 LogTrade is not obligated to provide support in the following situations:
- (a) The service has been altered, modified or damaged by the Licensee (excluding changes made under the direct supervision of LogTrade)
 - (b) The problem has arisen as a result of the Licensee acting negligently or due to cause beyond LogTrade's control,
 - (c) the problem is due to software provided by third parties and are not licensed by LogTrade,

(d) the Licensee has failed to install and implement maintenance releases, which means that the version of the service used by the Licensee is a version of what LogTrade no longer maintain support,

(e) the Licensee has failed to pay overdue fees under the License Agreement to LogTrade.

5. UPGRADES

5.1 Upgrade means a change of service provided generally by LogTrade during the contract period, which contains new or changed functions or which increases the service capacity. An upgrade does not include the provision of new services or functions for which the special charge is made. If there is a question as to whether a particular service constitutes an upgrade of the existing service or a new service or new functionality, LogTrade will decide on the matter, provided that LogTrade treats the new service as a new service or new functionality to all end users.

5.2 LogTrade is entitled to but not obligated to upgrade the service on a regular basis during the term of the agreement and without any prior information or notice provided to the Licensee for services that are not locally installed at the Licensee.

5.3 LogTrade provide upgrades a regular basis on locally installed services. It is the Licensee's responsibility and duty of installing new upgrades on LogTrade's request. Upon the Licensee's request, LogTrade can be of assistance in this installation for a consideration based on the current rate.

6. INTELLECTUAL PROPERTY RIGHTS, ETC

6.1 The License Agreement grants the Licensee a non-exclusive, non-transferable right to use the Service and the Service software included for the purpose of using the Service in accordance with the License Agreement and these General Terms.

6.2 LogTrade is the sole owner of all intellectual property rights relating to the Service, all information contained in and created in the Service and to all intellectual property rights to the results generated by LogTrade's or the Licensee's use of the Service. 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. Selection and version of the software included in the Service, may vary during the term under LogTrade's decision. LogTrade is not obligated to obtain the Licensee's approval for changing software or version of the software included in the Service. Software included in the Service may be copied by the Licensee to the extent expressly permitted in writing by LogTrade. The Licensee shall under no circumstances process, transform or add to the software included in the Service, except as expressly set forth in the License Agreement or in these General Terms

6.3 The Licensee shall not use any rights belonging to LogTrade and or any information relating to the Service other than as part of the use of the Service on the terms set out in these General Terms. This includes but is not limited to LogTrade's trademarks and company name.

6.4 Nothing in these General Terms or the License Agreement shall be construed or interpreted as a transfer of any intellectual property right or as a grant of any license except as expressly stated.

7. CONFIDENTIALITY AND DATA SECURITY

7.1 Except as provided in these General Terms, each party undertakes to not divulge to third parties or otherwise make available information that the party has received from the other party under the License Agreement or use of the Service. The confidentiality does not apply to information that a party can prove has been made available otherwise than under the License Agreement or through use of the Service or that can be shown to be generally known.

7.2 This confidentiality undertaking does not apply when a party is required by law to disclose information.

7.3 This confidentiality undertaking shall survive the termination of the License Agreement.

7.4 The Licensee shall use the Service according to LogTrade's applicable regulations on data security.

7.5 LogTrade has taken reasonable steps to ensure that the Licensee's computers are not infected with software viruses or such programs at the Licensee's use of the Service. LogTrade cannot guarantee that damage will not occur because of software viruses by use of the Service and the Licensee shall take appropriate measures to protect its computers and systems.

8. PRICE AND PAYMENT

8.1 The Licensee shall for use of the Service and for each User who is registered for the Service make payment to LogTrade according to the price list agreed specifically between the parties. License fees are payable by the Licensee annually in advance according to invoice from LogTrade. The price and charges the Licensee pays to LogTrade depends on what features or services the Licensee uses and the extent or number of dispatches and number of Users. If the Licensee exceeds any of these parameters specified in the License Agreement LogTrade has the right to automatically upgrade the Licensee to the utilization level and the Licensee must then make payment for the new higher level.

8.2 The number of subscriptions and authorized Users can be increased/decreased by the Licensee adding or removing Users directly online by using the Service. For information about how Users are added or removed, the Licensee is referred to the User manual.

8.3 Obligation to pay for new Users and/or new features or services, and obligation to pay for that the Service is utilized to a greater extent or more items used arises from the calendar month Users are registered to the Service or new features or services are started being utilized by the Licensee. For new Users, payment, unless otherwise specified, shall be made annually in advance by invoice. LogTrade is entitled but not

obliged to adjust the prices and fees that the Licensee must pay each calendar year. Information about such adjustment shall be made in advance of the effective date and in accordance with paragraph 13.1.

- 8.4 Invoices shall be paid within thirty (30) days after the invoice date and in accordance with the instructions indicated on the invoice. If payment is delayed LogTrade is entitled to, after ten (10) days have passed since the dispatch of the reminder, block all the Licensee's Users from the Service until full payment has been made. If full payment is not received within twenty (20) days thereafter, LogTrade is entitled to immediately terminate the Licensee's license of the Service. If payment is delayed LogTrade is entitled to compensation with respect to costs for the reminder, collection expenses and interest in accordance with applicable law along with other reasonable expenses in respect of late payment, for example, costs for the services of legal counsel.
- 8.5 Complaints regarding the invoice shall be made to LogTrade at the latest fourteen (14) days from the date of the invoice. If complaints against the invoice is not rendered within that period, the Licensee shall be deemed to have approved the invoice.
- 8.6 Upon termination of the License Agreement, the Licensee is not entitled to be refunded for any fees already paid.

9. LIMITATION OF LIABILITY

- 9.1 LogTrade is not responsible for any direct or indirect loss or damage or other loss to the Licensee or any third party arising out of the Licensee's use of the Service or failure or interruption of service or errors in the information processed by the Service. LogTrade is not responsible in any way for the data confidentiality in connection with the transmission of information via the Internet in the use of the Service. LogTrade is not responsible for damage that occurs due to potential safety deficiencies of the Licensee's computer system or because of defects/deficiencies in the Licensee's original information to the Service. LogTrade is not responsible for errors or omissions that may occur to the Licensee or any third party for handling the received EDI communication. The limitation of liability included herein means that neither LogTrade nor a subcontractor engaged by LogTrade is liable for any damage arising due to server deficiencies, for example in response to any information lost due to such errors.
- 9.2 LogTrade cannot guarantee that the Service is completely free of minor errors in the program (bugs) and the Licensee is aware and accepts that flawless software cannot be achieved. The Licensee acknowledges that the Service, part of the Service or certain functions of the Service may have some downtime.
- 9.3 LogTrade's responsibility goes beyond the foregoing only if LogTrade have caused the damage wilfully or by gross negligence or. Under all circumstances LogTrade's total and aggregate liability under the License Agreement for one or more events, whether these relate to each other or not, is always limited to the Licensee's annual fee for the Service, however never more than SEK 50,000. Any claim by the Licensee against LogTrade must be produced immediately and under any circumstances within thirty (30) days from the date the Licensee became aware or should have become aware

of the circumstances upon which the claim is based. Failure by the Licensee to make the claim within this period results in the Licensee losing its right to make the claim effective. The Licensee not entitled to claim any interest, regardless of when the claim was made.

10. CLAIM ARISING OUT OF USE OF THE SERVICE

If claims are brought against LogTrade or other actions are taken against LogTrade because of the Licensee's use of the Service the Licensee undertakes to keep LogTrade harmless in all parts and to reimburse LogTrade for all costs LogTrade incurs thereof. LogTrade shall, within a reasonable time from when the claim is presented or from when legal actions is taken against LogTrade give written notice to the Licensee of the claim and prepare the Licensee to approve any settlement or similar arrangements before such a meeting.

11. TERM OF AGREEMENT, TERMINATION OF AGREEMENT, ASSIGNMENT OF AGREEMENT ETC.

- 11.1 The License Agreement for the Service is effective for an initial period of twelve (12) months from when the License Agreement was signed. If the License Agreement is not terminated at the latest three (3) months prior to the expiration of the agreement, the License Agreement is extended for another twelve (12) months.
- 11.2 Either party is entitled to terminate the License Agreement effective immediately if the other party commits a material breach with respect to its commitments under the License Agreement or these General Terms and such party does not take corrective action within fifteen (15) days after notification from the other party. LogTrade is entitled to immediately terminate the contract if the Licensee's connection to the Service is closed or could have been closed in accordance with these General Terms. LogTrade is also entitled to, after notification to the Licensee, terminate the License Agreement immediately and block the Licensee's access to the Service if the Licensee becomes bankrupt, enters into liquidation, commence company reorganisation or otherwise may be considered to be insolvent. Termination of the License Agreement shall always be in writing.
- 11.3 Upon LogTrade's termination of the License Agreement pursuant to Clause 11.2 by reason of the Licensee's breach of the License Agreement, the Licensee shall keep LogTrade harmless in respect of all the obligations to third parties that the Licensee donned as a result of the License Agreement at the time the License Agreement ceases and reimburse LogTrade for any other costs, damages, or losses by reason of the breach.
- 11.4 If the License Agreement is terminated, LogTrade is entitled to delete all information of the Licensee stored in LogTrade's server when using the Service. After termination of the License Agreement the Licensee is responsible for, at its own expense, securing access to and store the material that the Licensee acquired through use of the Service and that the Licensee wishes to preserve. Information will not be deleted earlier than sixty (60) days after the termination of the License Agreement except as provided in Clause 3.4.

- 11.5 Upon termination of the License Agreement, the Licensee shall immediately uninstall from all computers and storage media all software related to the Service and return all copies of such software and any related documentation to LogTrade. The Licensee shall, within ten (10) days from the termination of the License Agreement confirm in writing to LogTrade that such uninstallation and return has occurred.
- 11.6 The Licensee is not entitled to transfer, lease, lend or otherwise make available all or part of the Service or the whole or parts of the software of the Service, nor the results to be obtained by using the Service, to any third party except as expressly permitted under the License Agreement other than by written agreement with LogTrade.
- 11.7 The License Agreement may not be transferred to a third party without prior written consent. LogTrade is entitled to assign the License Agreement to a by LogTrade wholly owned subsidiary or in connection with the transfer of the portion of LogTrade's business in which the License Agreement and the Service are included.
- 11.8 LogTrade is entitled to engage sub-contractors to perform its commitments under the License Agreement. When engaging a sub-contractor LogTrade is responsible for the subcontractor's work and services in relation to the Licensee.

12. FORCE MAJEURE

If LogTrade is unable to fulfil the License Agreement or obligations under the License Agreement 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 License Agreement 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 License Agreement during the length of time required to overcome the effects of any such impediment. Impediments outside LogTrade's reasonable control shall include, but not be limited to, *inter alia*, war, acts of war, terrorism, acts of God, government action or omission, new or amended legislation, staff resignation, conflict on the labour market, embargo, fire, flood, serious disturbance in telecommunications, loss or destruction of data in large scale or property of significance, other extensive damage or accident of major and similar circumstances. Should the performance be postponed according to this Clause during a period exceeding ninety (90) days, the Licensee shall be entitled to terminate the License Agreement. LogTrade shall not be liable for damage or loss to the other party as a result of this Clause.

13. AMENDMENTS TO TERMS

- 13.1 LogTrade is entitled to amend the General Terms of the Service with binding effect for the Licensee, provided that LogTrade has informed the Licensee of such amendments no later than three (3) months before the amendments enter into force. In the event that the Licensee does not accept the amendments to these General Terms, the Licensee is entitled, before the new terms enter into force, to terminate the License Agreement per the date that the amended General Terms comes into force. LogTrade shall inform and notify the Licensee of any amendments under this Clause in accordance with Clauses 14.2 and 14.3 of these General Terms.

- 13.2 In connection with the conclusion of the License Agreement the Licensee subscribes to a license covering a maximum number of dispatches, as indicated on the Website. If the number of dispatches from the Licensee exceeds the number agreed on under the License Agreement during a continuous period of twelve (12) months, the Licensee's license will be automatically upgraded to the nearest more extensive license which covers the number of annual dispatches. The upgrade will be effective on the date that the number of annual dispatches covered by the current license have been used up. After the upgrade, the Licensee shall pay the higher license fee in accordance with the applicable price list for the Service. The License Agreement will remain unchanged between the parties in all other respects. A dispatch shall be deemed to have been made when a consignment ID or a package ID is created for the carrier in question. For carriers who do not have a clear dispatch definition, a package will be considered a dispatch in this respect.

14. GENERAL PROVISIONS

- 14.1 The License Agreement and these General Terms constitute the entire agreement between the parties relating to the Licensee's use of the Service. Any written or verbal commitments and pledges prior to the License Agreement, are replaced by this License Agreement and these General Terms. Amendments or supplements to the License Agreement or these General Terms shall, except as set forth in Clause 13 above, be binding only when made in writing and duly signed by the parties.
- 14.2 Communication and information to the Licensee can be done by regular mail, electronic mail, or by fax. Messages sent by regular mail shall be deemed to have reached the counterparty three (3) business days after the dispatch if the letter was sent within Sweden and five (5) business days if the letter has been sent from abroad. Message sent by electronic mail or by fax shall be deemed to have reached the other party no later than one (1) business day after the dispatch (upon notice by fax, the sender must be able to demonstrate the transmission receipt).
- 14.3 Messages from LogTrade to the Licensee will be sent to the email address or the address stated by the Licensee in the License Agreement. Messages from the Licensee to LogTrade can be sent via the heading "Contacts" on the Website. Communication can also be made via the Website and the Licensee is then deemed to have received this message in connection with the Licensee's first use of the Service after the message has been posted on the Website.
- 14.4 Where a written message from one party is required under these General Terms, any letter, electronic mail or fax shall be deemed to constitute such a written message. However, for the Licensee's termination of the License Agreement a physical document (letter or fax) signed by an authorized representative of the Licensee is required.

15. APPLICABLE LAW AND DISPUTES

- 15.1 This License Agreement and these General Terms shall be governed by and construed in accordance with Swedish law.

15.2 Any disputes concerning the interpretation or application of this License Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö. If it is clear that the dispute concerns a claim not exceeding one hundred thousand (100,000) SEK, or if the Licensee is a consumer who uses the Service only for personal use, the dispute shall be settled by a court of general jurisdiction. If the disputed claim amount to more than one hundred thousand (100,000) SEK but less than one million (1,000,000) SEK, the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. LogTrade is, however, entitled to bring legal action or enforcement measures before a court of general jurisdiction if the claim is a claim for compensation/damages or concerns the unauthorized production of copies of the Service or dissemination of such copies to the public.