

## Logivity Service Terms for Logistic Service Providers

These Logivity Service Terms (“**Service Terms**”) are between you as a customer (“**Customer**”, “**you**”, “**your**”, “**yours**”) and Logivity AB, a company limited by shares incorporated in Sweden under company registration number 559366-4005, with registered address at Eketrägatan 25, 418 73, Gothenburg, Sweden, (also referred to as “**we**”, “**us**” and “**our**”).

These Service Terms govern the Customer’s rights and obligations when accessing the services as set out in **Annex 4** (the “**Services**”) offered by us. The Customer is granted access to the following Services under these Service Terms:

- ☐ Logivity Loadboard
- ☐ Logivity Connect
- ☐ Logivity Access
- ☐ Logivity Platform

These Service Terms includes the following annexes incorporated herein by reference:

|         |                              |
|---------|------------------------------|
| Annex 1 | General Terms and Conditions |
| Annex 2 | Service Level Agreement      |
| Annex 3 | Prices and Payment Terms     |
| Annex 4 | Service Specific Terms       |
| Annex 5 | Data Processing Addendum     |
| Annex 6 | Acceptable Use Policy        |

In the event of any conflict between the documents constituting these Service Terms, the main body of these Service Terms shall take precedence and thereafter its annexes listed above in their numerical order.

These Service Terms may be executed by personal or electronic signature in any number of counterparts, each of which together shall constitute one and the same instrument.

### Customer:

*(full company name, registered address and company identification number)*

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Name:

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Name:

## Annex 1: General Terms and Conditions

### 1. Definitions

In these general terms and conditions (“**General Terms and Conditions**”):

|                                 |   |
|---------------------------------|---|
| <b>[Affiliate]</b> <sup>1</sup> | [means, in relation to a party, (us or you), a company or other entity which (a) is controlled, directly or indirectly, by such party, (b) controls, directly or indirectly, such party or (c) is under common control with such party, where the expressions “is controlled”, “controls” and “is under common control with” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.]   |
| <b>Customer Data</b>            | means any data, content, information and other materials that Customer or its Invited Users submit to any of the Services.  |
| <b>Documentation</b>            | means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics, and use of the Services, (as defined under Section 3.4 below), as we may make available to you from time to time, whether in a written or electronic form.  |
| <b>Harmful Code</b>             | means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “ <b>trojan horses</b> ,” “ <b>viruses</b> ,” “ <b>worms</b> ,” “ <b>time bombs</b> ,” “ <b>time locks</b> ,” “ <b>devices</b> ,” “ <b>traps</b> ,” “ <b>access codes</b> ,” or “ <b>drop dead</b> ” or “ <b>trap door</b> ” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services to cease functioning or to damage or corrupt data, storage media, programs, equipment, |

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<sup>1</sup> The “Affiliate” definition, shall only be included if the Customer will let its affiliates use the Logivity Services (i.e. if Section 2 “Contracting Parties and Guarantee of Performance” will be included in the Service Terms.

or communications, or otherwise interfere with the operations of the Services.

**Invited User**

means users authorized by Customer to access and use the Services on behalf of Customer.

**Your Data**

means all software, data (including personal data), text, images, audio, video, photographs, third party applications, and other content and material, in any format, provided by you or your Invited User that is stored in, introduced to, submitted to, run on and/or through, the Service.

Other capitalized terms and expressions in these General Terms and Conditions, which are not defined in Section 1 shall have the same meaning as in the Service Terms, including any of its annexes, or otherwise defined in these General Terms and Conditions.

**2. [Contracting Parties and Guarantee of Performance]<sup>2</sup>**

[The signatory Customer is entering into these Service Terms on its own account and on the account of its Affiliates. Each and all of the Customer's Affiliates may use the Services that the Customer has been granted access to under the Service Terms, in accordance with the terms and conditions of the Service Terms. Upon the Customer's Affiliates' use of the Services, each Customer Affiliate shall be considered as "you", "your" or the "Customer" under the Service Terms. For the avoidance of doubt, we shall collectively invoice [the Customer][the Customer Affiliate [insert full company name of the Affiliate] at [insert address and invoicing details]] for the Customer's, and Customer Affiliate's, use of the Services.

The signatory Customer, for its own obligation and debt, irrevocably and unconditionally guarantees, and is responsible for, the performance of the present and future obligations of its Affiliates under the Service Terms, including but not limited to payment of invoices and other compensation that we are entitled to and for the Customer's Affiliate's use of the Services.]

**3. Terms**

**When you use our Services, you agree to all of the terms and conditions which forms the agreement between you and us.**

- 3.1 The Service Terms, (including these General Terms and Conditions and the other annexes), and any terms and conditions in the Documentation and/or referenced to herein, together form a binding agreement between you as a Customer and us.

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<sup>2</sup> This Section can be included if the Customer will let its affiliates use the Logivity Services. It also gives options to choose from in regards to whether the Customer or an Affiliate shall be invoiced for the Services.

- 3.2 The Service Terms become effective when you accept the Service Terms, and/or when you use or gain access to our Services. Anyone accepting in the name of and on behalf of a Customer, represents and warrants that (i) it has full legal authority to bind the Customer; (ii) it has read and understood the Service Terms; (iii) it accepts, on behalf of the Customer, all the terms and conditions of the Service Terms, and (iv) that the Customer is a legal entity.
- 3.3 The Customer also represents and warrants that the Customer is the legal entity it is representing itself to be when entering into the Service Terms, that it has validly entered into the Service Terms and has the legal power to do so.
- 3.4 We are part of the AB Volvo Group of companies, (“**Volvo Group**”). We may leverage Volvo Group and/or any third-party contractors in exercising our rights and performing our obligations under the Service Terms. We will be responsible for the Volvo Group’s and such third-party contractors’ compliance with our obligations under the Service Terms.

#### 4. **The Services**

As a Customer under the Service Terms, you will have access to a number of Services, as described and set out in Annex 4. Specific terms and conditions that are applicable specifically to the Services are set out in Annex 4. For the avoidance of doubt, the terms and conditions of these General Terms and Conditions shall apply to all Services.

#### 5. **Payment for the Services**

The payment terms for the provision of the Services are set out in **Annex 3**.

#### 6. **Customer’s obligations**

**Here are some promises you make to us in order to access and use the Services.**

- 6.1 **License.** Subject to the restrictions in Section 6.2, you are granted a non-exclusive, worldwide, non-transferable (however subject to Section 16.8 of these General Terms and Conditions), limited license to access and use the Services (and any Documentation that we may provide in connection therewith) as necessary to use the Services for your own internal business purposes, during the term of the Service Terms. You may not sell, rent, lease, sublicense, redistribute, or syndicate access to the Services to any third party. You may however make the Services, available to your Invited Users, subject to the Service Terms.
- 6.2 Your license to the Services is subject to compliance with the Service Terms. Further, you will not;
- (a) access or use any of the Services in violation of any law or regulation;
  - (b) access or use any of the Services in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures

- associated with the any of the Services, (ii) poses a security vulnerability to Invited Users, or (iii) tests the vulnerability of our systems or networks;
- (c) access or use any of the Services in order to replicate or compete with any of the Services;
  - (d) remove or modify any proprietary markings or restrictive legends placed on the Documentation and/or any of the Services;
  - (e) introduce, post, or upload any Harmful Code to any of the Services;
  - (f) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of any of the Services; or,
  - (g) attempt to use any of the Services in a manner that exceeds rate limits, or constitutes excessive or abusive usage.
- 6.3 Furthermore, you represent and warrant that you will not distribute any material through the Services that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or has permission from their rightful owner to submit the material.
- 6.4 **Other Services.** The Services may enable you to (i) link to, (ii) transfer content, Your Data or third-party content to, or (iii) otherwise access, third parties' websites, platforms, data, content, products, services, networks and information ("**Other Services**"). We do not control and are not in any other way liable for such Other Services.
- 6.5 You are solely liable for complying with the terms of access and use of any Other Services, and if we, or a sub-contractor of us, accesses or uses any Other Services on your behalf to facilitate the performance of any of the Services, you are solely liable for ensuring that such access and use, including through passwords, credentials or otherwise made available to you, are authorized by the terms of access and use for such Other Services.
- 6.6 If you transfer or cause the transfer of Your Data or any third-party content from any of the Services to another location, that transfer constitutes a distribution by you and not by us.
- 6.7 **Third-party material.** Any third-party material we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, third-party material. We disclaim all liabilities arising from or related to third-party material, products and services.
- 6.8 You acknowledge that: (i) the nature, type, quality and availability of third-party material may change at any time during the term of the Service Terms, and (ii) features of the Services that interoperate with Other Services depend on the continuing availability of such third parties' respective APIs.

- 6.9 Any changes to third-party material, products or services, Other Services or APIs, including their unavailability, during the term of the Service Terms do not affect your obligations under the Service Terms and you will not be entitled to any refund of Service Fees, credit or other compensation due to any such changes.
- 6.10 **Warranties.** Customer represents and warrants that you are not (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties, or (ii) a citizen, resident, or entity organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by EU. Finally, you represent that your access and use of any of the Services will fully comply with all applicable laws and regulations, and that you will not access or use any of the Services to conduct, promote, or otherwise facilitate any illegal activity, including but not limited to, money laundering.
- 6.11 Customer further confirms and acknowledges that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you understand that blockchain-based transactions are irreversible.
- 6.12 **Invited Users.** When offering access to any of the Services to Invited Users, you must make sure that Invited Users accept our Acceptable Use Policy that relates to the specific Service as set out in **Annex 6**, which shall be provided to Invited Users before they access any of the Services. Invited Users may only use the Services on a Customer's behalf. For the avoidance of doubt, a breach of the Acceptable Use Policy is considered a breach of the Service Terms. You further represent and warrant that you are responsible for the conduct of your Invited Users and their compliance with the terms and conditions of the Service Terms and the Acceptable Use Policies for the Services.
- 6.13 You must promptly notify us in writing via email to [support@logivity.com](mailto:support@logivity.com) if you become aware of any breaches of our Acceptable Use Policy by your Invited Users.
- 6.14 If you enable Invited Users to submit Customer Data to any of the Services, you shall make sure to inform the Invited Users of all Customer policies and practices that are relevant for their use of the Services and of any settings that may impact the processing of Customer Data. We are not liable for the content of any Customer Data or the way a Customer or its Invited Users choose to use any of the Services to store or process any Customer Data.
- 6.15 You are liable for and bound by the acts and omissions (including, but not limited to any legal acts and actions) of your Invited Users and any other person who accesses and uses any of the Services using any of your or any of your Invited Users' access credentials. You are also liable for all payment obligations to us incurred by your Invited Users' procurement of the Services, subject to the payment terms of the relevant Service.

- 6.16 **Access.** You must provide and maintain, at your own cost, all telecommunications services, computers and other equipment, hardware or services necessary to enable you to have access to the Services. You must comply with all applicable legal requirements, rules and regulations that apply to the communication means by which you obtain access to the Services.
- 6.17 **Audit.** We reserve the right to audit your compliance with your obligations under the Service Terms, but we do not undertake an obligation to do so. You agree that you will cooperate with inquiries related to such an audit and provide us with proof that your use complies with the Service Terms.
- 6.18 If the audit identifies non-compliance, you agree to remedy (which may include, without limitation, the payment of service fees for additional services on a time and material basis) such non-compliance within ten (10) days of written notification of that non-compliance. You agree that we shall not be liable for any of your costs incurred in cooperating with the audit.

## 7. **Suspension**

**If you don't keep your promises under the Service Terms, we may suspend you.**

- 7.1 If we become aware that Customer's or any Invited User's use any of the Services violates the Acceptable Use Policy for the Services, the Service Terms and/or any terms and conditions in the Documentation, we will notify Customer and request that Customer corrects the violation. If Customer fails to correct the violation within ten (10) days of our request, we may then suspend all or part of Customer's use of the Services, until the violation is corrected.
- 7.2 Notwithstanding Section 7.1 above, we may immediately suspend all or part of your use of the Services, if;
- (a) we reasonably believe Customer's or any Invited User's use of any of the Services could adversely impact the Services, other customers', their Invited Users', or the servers used to provide the Services;
  - (b) there is suspected unauthorized third-party access to any of the Services;
  - (c) we are required or requested to do so by a court order, subpoena or governmental authority;
  - (d) we reasonably believe that immediate suspension is required to comply with any applicable law; or
  - (e) Customer is in breach of Section 6 (Customer's obligations) of these General Terms and Conditions.
- 7.3 We will lift any suspension when the circumstances giving rise to the suspension according to Section 7.1-7.2 have been resolved. At Customer's request, we will, unless prohibited by applicable law, notify Customer of the basis for the

suspension as soon as is reasonably possible. We will not defend Customer from or against any third-party claims, actions, suits, proceedings, and demands nor be liable for any type of damages incurred by Customer occurring as a result of the suspension according to this Section 7.

## **8. Availability of the Services**

**We will make the Services available to you and maintain high functionality of the same.**

- 8.1 We will make the Services available to you and your Invited Users as described in the Service Terms. Any ancillary software (e.g., a desktop or mobile application) we provide as part of or in connection with the Services, are also subject to the Service Terms unless otherwise explicitly stated.
- 8.2 The Services will be performed and provided materially in accordance with the Service Terms and the Documentation. For any breach of warranty in this Section 8, the Customer's exclusive remedies are those described in the Service Level Agreement applicable to the specific Service, as set out in **Annex 2**. We may at our sole discretion sub-contract the performance of any and all of our obligations under the Service Terms.
- 8.3 To ensure that you get the best possible experience when using the Services, we may from time to time and without prior notice provide updates to any of the Services. We may also at our sole discretion modify, upgrade, discontinue, exchange or substitute any features of the Services, from time to time and without prior notice. You will not be entitled to any refund of fees, credit or other compensation due to any such changes.
- 8.4 We may share information about our future development plans for the Services because we like transparency. Our public statements about those future plans are an expression of intent, but do not rely on them when placing any transaction orders or when making any other kind of purchases. If you decide to use the Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.
- 8.5 If not expressly provided for herein, the Services and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether expressed or implied, including the implied warranties of merchantability, title, fitness for particular purpose, and non-infringement. Customer acknowledges that we do not warrant that the Services will be at all times uninterrupted, timely, secure, or error-free.



## 9. You keep what is yours

**You are liable for, and keep all your rights to, everything you provide to us by using the Services. We can however use it in order to provide, maintain and improve the Services, or if we are required to use it by law.**

- 9.1 You are liable for any and all of Your Data submitted when using the Services, and you will retain any and all rights to, and continue to control and manage, all of Your Data. We and our licensors own and will continue to own all related intellectual property rights regarding the Services.
- 9.2 Subject to the terms and conditions of the Service Terms, you (for yourself and all of your Invited Users) grant us, the Volvo Group and our sub-contractors a world-wide, non-exclusive, perpetual, limited license to access, use, process, host, copy, distribute, perform, export and display Your Data, only as reasonably necessary; (a) to provide, maintain, update and improve the Services; (b) to prevent or address service, security, support or technical issues; and (c) as required by law.
- 9.3 You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Data, and you are responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to us, the Volvo Group and its sub-contractors to use, provide, store and process Your Data in the Services.

## 10. Data protection

- 10.1 To be able to provide the Services to you, we may process certain personal data. We shall process such personal data in compliance with applicable data protection legislation and in accordance with our Privacy Notices available at [www.logivity.com/privacy](http://www.logivity.com/privacy), and in connection with accessing the Services.
- 10.2 You shall ensure that any Invited User and/or any other individual authorized by you to access the Services: (i) is aware that personal data relating to them may be gathered, stored, used, shared or otherwise processed by us; and (ii) is referred to or provided with a copy of the applicable Privacy Notices.

## 11. Confidentiality

**Both parties promise to keep each party's secrets confidential.**

- 11.1 Each party ("**Disclosing Party**") may disclose "**Confidential Information**" to the other party ("**Receiving Party**") in connection with the Service Terms, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, as well as non-public business, product, technology and marketing information. Confidential Information of a Customer includes Your Data. If something is labelled 'Confidential', that's a clear indicator to the Receiving Party that the material is confidential.

- 11.2 Notwithstanding Section 11.1. above, Confidential Information does not include information that;
- (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party;
  - (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
  - (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or
  - (d) was independently developed by the Receiving Party.
- 11.3 The Receiving Party will take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Service Terms, and not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Service Terms. Nothing in this Section 11 will prevent either party from sharing Confidential Information with financial and legal advisors, provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Service Terms.
- 11.4 The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law, provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure.
- 11.5 If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.
- 12. Term and termination**
- 12.1 The Service Terms shall remain in full force and effect until terminated in accordance with Sections 12.2-12.5.
- 12.2 You may terminate the Service Terms immediately without cause but must provide us with ninety (90) days prior written notice of such termination.
- 12.3 Either party may terminate the Service Terms upon notice to the other party if the other party materially breaches the Service Terms and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the

breach. We may terminate the Service Terms immediately upon notice to you if you have been suspended in accordance with Sections 7.1-7.2.

- 12.4 The Service Terms might be terminated immediately by us if we are prohibited to provide any of the Services to you by applicable law or in any other way restricted by a competent government within the jurisdiction in which you are using the Services or where we have our registered address.
- 12.5 Following termination or expiration of the Service Terms, we will have no obligation to maintain or provide Your Data and may thereafter, unless legally prohibited or technically unfeasible, delete all of Your Data in our systems or otherwise in our possession or under our control.

### 13. Limitation of liability

**Our liability towards you under the Service Terms is limited to what you have paid for the Services during the last 12 months.**

- 13.1 In no event shall our, our sub-contractors' or the Volvo Group's aggregate liability, arising out of or related to the Service Terms, whether in contract, tort, or otherwise, exceed the total amounts actually paid by you to us under the Service Terms for the specific Service(s) giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.
- 13.2 In no event will either the Customer or Volvo Group have any liability to the other party or to any Invited Users for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, and whether or not the party has been advised of the possibility of such damages.
- 13.3 We will not be liable in any way for any damage incurred by you, other customers or Invited Users, resulting from actions taken by, or omitted by you as a Customer.
- 13.4 The limitations under this Section 13 apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this Section 13 allocate the risks under the Service Terms between the parties, and the parties have relied on these limitations in determining whether to enter into the Service Terms and the pricing for the Services.

### 14. Indemnification

**Either party will defend against a third-party claim in case of infringement.**

- 14.1 We will defend you from and against any and all third-party claims actions, suits, proceedings, and demands alleging that the use of the Services, as permitted under the Service Terms, infringes or misappropriates a third-party's intellectual property rights (a "**Third-Party Claim**"), and will indemnify you for all reasonable attorney's fees incurred and damages and other costs finally awarded against

you in connection with or as a result of, and for amounts paid by you under a settlement we approve of in connection with, a Third-Party Claim provided, however, that we will have no liability if a Third-Party Claim arises from;

- (a) Your Data, third-party content or Other Services; and/or,
- (b) any unauthorized modification, combination or development of the Services, that is not performed by us.

You must provide us with prompt written notice of any Third-Party Claim and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This Section 14.1 states our sole liability with respect to, and your exclusive remedy against us and the Volvo Group for any Third-Party Claim.

- 14.2 You will defend us and Volvo Group from and against any and all third-party claims, actions, suits, proceedings, and demands arising from or related to your or any of your Invited Users' violation of the Service Terms or the Acceptable Use Policy for the Services, or your violation of any third-party's intellectual property rights (a "**Third-Party Claim Against Volvo Group**"), and will indemnify us for all reasonable attorney's fees incurred and damages and other costs finally awarded against us in connection with or as a result of, and for amounts paid by us under a settlement you approve of in connection with, a Third-Party Claim Against Volvo Group. We must provide you with prompt written notice of any Third-Party Claim Against Volvo Group and allow you the right to assume the exclusive defense and control and cooperate with any reasonable requests assisting your defense and settlement of such matter.

- 14.3 Notwithstanding anything contained in Sections 14.1-14.2 above;
- (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and,
  - (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified party (such consent not to be unreasonably withheld), if; (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified party, (iii) the settlement does not include a full release of liability for the indemnified party, or (iv) the settlement includes terms other than a full release of liability for the indemnified party and the payment of money.

## 15. Survival

**Although the Service Terms can be terminated, some rights and obligations will survive such termination.**

The following sections shall survive any termination or expiration of the Service Terms: Section 9 (You keep what is yours), Section 12 (Term and termination), Section 13 (Limitations of liability), Section 14 (Indemnifications), Section 15

(Survival), as well as Section 16.6-16.9 under General provisions (Waiver, Severability, Assignment and Entire agreement) and Section 17 (Governing law and dispute resolution).

## 16. General provisions

**Here are some more important details about the Service Terms.**

- 16.1 **Publicity.** A party shall not be entitled to use the other party's company name, trademark or logo as a reference for marketing or promotional purposes in public or private communication with existing or potential customers, without such party's prior written approval.
- 16.2 **Force majeure.** If and to the extent that either party's performance of its obligations under the Service Terms is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labor disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such party shall be released from liability in damages for delay in performing or failure to perform such obligations. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 16.2, shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than three (3) months as a result of any of such circumstances, the party not affected by force majeure shall be entitled to immediately terminate the Service Terms by notice in writing.
- 16.3 **No partnerships nor third-party beneficiaries.** The parties are independent contractors. The Service Terms do not create a partnership, franchise, joint venture, agency or employment relationship between the parties. There are no third-party beneficiaries to the Service Terms.
- 16.4 **Messages.** Except as otherwise set forth herein, all notices under the Service Terms will be by email, although we may instead choose to provide notice to the Customer through the Services the Customer use (e.g., through a notification). Notices to us will be sent to [support@logivity.com](mailto:support@logivity.com). Notices will be deemed to have been duly given;
- (a) the day after it is sent, provided that it has not been followed by an out-of-office message, in the case of notices through email; and
  - (b) the same day, in the case of notices through the Services.
- The Customer will keep its billing and contact information current at all times by notifying us of any changes.
- 16.5 **Modifications.** As the Services evolves, we may change the Service Terms and/or the other terms and conditions of the Service Terms and/or features of the

Services. If we intend to make a material change to the Services or the Service Terms, we will provide you with reasonable notice prior to the change taking effect, either by emailing the email address associated with your account or by messaging you through the Services. The materially revised Service Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you (or any Invited User) accesses or uses the Services after the effective date of such revisions, that use will constitute your acceptance of any revised terms and conditions. You can review the most current version of the Service Terms at any time by visiting [www.logivity.com/legal](http://www.logivity.com/legal).

- 16.6 **Waiver.** No failure or delay by either party in exercising any right under the Service Terms will constitute a waiver of that right. No waiver under the Service Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
- 16.7 **Severability.** The Service Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the Service Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Service Terms will remain in effect.
- 16.8 **Assignment.** Notwithstanding our possibilities to assign our rights and obligations to any affiliate within the Volvo Group, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Any purported assignment in violation of this Section is void. A party's sole remedy for any purported assignment by the other party in breach of this Section 16.8 will be, at the non-assigning party's election, termination of the Service Terms upon written notice to the assigning party. Subject to the foregoing, the Service Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 16.9 **Entire Agreement.** The Service Terms constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in the Service Terms and any other documents or pages referenced in the Service Terms, the following order of precedence will apply:
- (1) The Service Terms, (including its annexes).
  - (2) The terms in the Documentation.
  - (3) Any other documents or pages referenced in the Service Terms.

Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor on boarding process or web portal,

or any other Customer order documentation will be incorporated into or form any part of the Service Terms, and all such terms or conditions will be null and void.

**17. Governing law and dispute resolution**

**In the unlikely event the parties end up in a legal dispute, we both agree to resolve it by arbitration using Swedish law.**

- 17.1 The Service Terms (including Section 17.2 of these General Terms and Conditions) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 17.2 Any dispute, controversy or claim arising out of, or in connection with, the Service Terms, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with the Service Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing parties).
- 17.3 All arbitral proceedings conducted pursuant to Section 17.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

## Annex 2 – Service Level Agreement

### 1. Definitions

In this Service Level Agreement (“SLA”):

**Emergency Maintenance** means when we are required to interrupt delivery of the Services to perform emergency maintenance to resolve downtime of the Services and/or any Issue.

**Issue** shall mean an unplanned interruption or reduction in quality of the Services, or otherwise any security breach, security risk, incident, error, deviation, problem, event or imminent risk of the foregoing, which is vitally important for (i) the performance of the Services, (ii) the availability of the Services, and/or (iii) our ability to provide the Services in accordance with the Service Terms and this SLA.

**Measurement Period** means a calendar month.

**Scheduled Downtime** means the scheduled time during which we perform upgrades and maintenance work with regards to the Services, which may affect the performance of the Services.

**Workaround** means a temporary solution to restore the Services as quickly and as safely as possible, after an Issue has been identified by us. Such a temporary Workaround must restore material functionality and availability of the Services.

Other capitalized terms and expressions in this SLA, which are not defined in Section 1 shall have the same meaning as in the Service Terms, including any of its annexes, or otherwise defined in this SLA.

### 2. This Service Level Agreement

This SLA specifies the availability that we are required to meet when delivering Services, the method by which our performance of the Services will be monitored and reported, and the mechanism by which failures will be managed and remedied.



### 3. Your obligations

**You will act in good faith and in both party's best interest.**

- 3.1 In case you wish to report downtime or an Issue, you shall do so and as far as reasonably possible provide all details that we need to identify and rectify the causes of the downtime. You shall verify whether there is any fault on your part that is causing the downtime (e.g. missing internet connection or other technical errors), before you notify us in accordance with the above.
- 3.2 In addition to the above, you are obliged to in good faith provide us with any information reasonably requested by us, that is necessary in order for us to fulfil our obligations subject to this SLA (and to provide the Services), including, without limitation, information regarding:
- (a) your name, company name, email address and telephone number;
  - (b) description of symptoms, in relation to relevant Issues;
  - (c) expected results in regard to resolution of Issues; and
  - (d) troubleshooting performed by you.

### 4. Availability

**We will use commercially reasonable efforts to limit any downtime of the Services to the extent possible.**

- 4.1 Our Service availability targets are as specified below:

| Category     | Criteria  | Level                               |
|--------------|---|-------------------------------------|
| Monitoring   | Monitoring of the Services (i.e. monitoring and investigation of the performance and availability of the Services, and detection of Issues) | Monday to Friday from 8:00 to 18:00 |
| Availability | Uptime of the Services  | 99,5%                               |

- 4.2 Actual performance against the availability service level described above shall be calculated in accordance with the following formula:

- Actual performance = ((Number of minutes during in which each and respective service is available during the applicable Measurement Period) / (The total number of minutes during the applicable Measurement Period minus: (i) Scheduled Downtime; and (ii) Permitted Exceptions (as defined below); and (iii) Emergency Maintenance)) \* 100.

- 4.3 If a Measurement Period is less than a complete calendar month, actual performance against the availability shall be measured pro rata to the number of minutes in the applicable Measurement Period.
- 4.4 We may perform Emergency Maintenance without prior notice. All Emergency Maintenance activities shall be excluded from calculations of availability as described in this SLA.
- 4.5 Calculations of performance against the availability service level, shall also exclude “**Permitted Exceptions**”, which includes unavailability and/or downtime of the Services caused (directly or indirectly) due to:
- (a) your equipment, software or other technology, and/or any Other services;
  - (b) any actions or inactions by (i) you, (ii) any person or entity that have been given access to the Services by you or is otherwise supervised by you, or (iii) any third party;
  - (c) any circumstance where you have not adhered to our recommended minimum technical configuration requirements for accessing and using the Services;
  - (d) any force majeure event (as described under **Annex 1** Section 16.2);
  - (e) problems with your provided content (e.g. when your provided content (such as, without limitation, data uploaded by you to the Services) is in conflict with the Service Terms and/or our instructions);
  - (f) programming errors caused by you (e.g. and without limitation, when you interfere with the Services and/or act contrary to the Service Terms and/or our instructions);
  - (g) system administration, commands and file transfers performed by you contrary to our instructions;
  - (h) your failure to notify us of changes in your interface and systems that impact the successful provision of the Services; and/or
  - (i) Issues classified into Issue Severity Level 2, Level 3 and Level 4 (as further described under Section 5.1).
- 4.6 For the purpose of clarity and in addition to the above, downtime of the Services during Scheduled Downtime or any downtime that you have agreed to, shall not be regarded as downtime when calculating availability. Scheduled Downtime shall be scheduled and conducted to cause minimum interruption and effect to you or the Services.

## 5. Issue severity level

**Potential Issues will be divided into four severity levels.**

Issues are classified into four (4) different Issue severity levels based on the level of urgency, as described in the table below. We have the right to, at our sole discretion, determine what severity level an identified Issue shall be classified into. We may also, at any time, re-categorize an identified Issue to a higher or lower severity level, without notifying you. Identified Issues shall, as far as possible, be resolved based on their severity level.

| Issue class                           | Definition and examples   |
|---------------------------------------|---|
| Issue Severity Level 1 (S1, Critical) | A “Critical” Issue constitutes a critical problem, outage or failure in relation to the Services in which case the Services or a business critical functionality is inoperable, down or unavailable.  |
| Issue Severity Level 2 (S2, High)     | A “High” Issue constitutes a problem, outage or failure in relation to the Services in which case (i) the Services are severely impaired, (ii) the response times of the Services are poor, and/or (iii) you cannot use material functions of the Services. |
| Issue Severity Level 3 (S3, Medium)   | A “Medium” Issue constitutes a problem or failure in relation to the Services which is cosmetic and irritating.   |
| Issue Severity Level 4 (S4, Low)      | A “Low” Issue constitutes any standard user error, enquiry or common tasks that have no significant impact on the use of the Services, or any other Issue for which a Workaround exists.  |

## 6. Upgrades and updates

**We may perform upgrades and updates to the Services.**

We may at our sole discretion perform regular upgrades and updates of the Services, as well as database and server health checks with regards to the Services, without any prior notice to you.

## 7. Data purging policy

**We may initiate a purge of data to improve the Services.**

We may at our sole discretion initiate a purge when it is required to preserve the integrity, reliability and availability of the Services.

## 8. Support times

**We will provide support Monday to Friday from 8.00 to 18.00 (CET).**

You may submit a support request twenty-four (24) hours a day, seven (7) days a week. We will provide an answer to your support request Monday to Friday from 8.00 to 18.00 (CET). On 24th and 31st December, support is provided from 8.30 to 12.00 (CET). There is no support if the 24th or 31st December falls on a Saturday or Sunday. Nor is there any support on the Swedish public holidays, including (without limitation) New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, 1st May, Ascension Day, Whit Sunday, 6th June, Midsummer Day and All Saints' Day, as well as 25th and 26th December. We shall have the right to, at our sole discretion, change the support times stated above, at any time.

## 9. Failure to achieve the availability of the Services

**This section explains what happens in the unlikely event that the availability of the Services according to this SLA is not achieved.**

- 9.1 If we fail to achieve the availability of the Services described in Section 4 (Availability) of this SLA, you may be entitled to reimbursement on the basis of a pro rata reduction of the Service Fees that you pay as described in **Annex 3**.
- 9.2 Any other or further claims (especially in regards to compensation), in excess of your right to a refund under this Section 9.2, may only be made to the extent set forth in Annex 1 Section 12 and/or any other limit of liability provisions contained in the Service Terms (including its annexes). We have no other liability in relation to downtime or any Issue.
- 9.3 If the cause of any downtime is beyond our responsibility and/or control, then, we shall be released from any obligation in regard to such downtime. In particular, we are not responsible for restrictions in availability due to power blackouts or network outages beyond our influence and control, outages due to force majeure (as described under Annex 1 Section 16.2), or outages caused by you.

## Annex 3: Prices and Payment Terms

### 1. Definitions

In these prices and payment terms (“**Prices and Payment Terms**”):

**Membership Fee** means the annual fee specified upon your procurement of the Services to be paid by Customer.

**Price Index** Harmonised Index of Consumer Prices HICP - All items index (2015=100) European Union (EC6-1972, EC9-1980, EC10-1985, EC12-1994, EU15-2004, EU25-2006, EU27) published monthly by Eurostat.

Other capitalized terms and expressions in these Prices and Payment Terms, which are not defined in Section 1 shall have the same meaning as in the Service Terms, including any of its annexes, or otherwise defined in these Prices and Payment Terms.

### 2. General payment terms

- 2.1 The Membership Fee for your use of our Services and our support will be invoiced by us on an annual upfront basis, in accordance with the payment terms set out under this Section 2. For the avoidance of doubt, the Membership Fee covers all Services you purchase under these Service Terms.
- 2.2 We will invoice the Membership Fee annually, unless otherwise agreed by the parties in writing. Payment shall be made within thirty (30) days from the invoice date. Payment obligations are non-cancellable and, except as expressly stated herein, we do not refund paid Membership Fee.
- 2.3 If we are obligated to collect or pay any and all taxes, withholdings, reporting obligations, etc. for your purchase of the Services, you will be charged for such taxes by us. You shall pay the Membership Fee without any reduction for such taxes.
- 2.4 If you do not timely pay the agreed Membership Fee in full, we may charge late payment costs and interest on the overdue amount at the rate according to applicable law. We reserve the right to claim further damages in relation to such default delay.
- 2.5 The prices in these Service Terms do not include value added tax (VAT). If you are established in Sweden, we charge the Membership Fee plus VAT. If you are not established in Sweden, the Services are considered “other services” and are not subject to VAT in accordance with the Article 56 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax. The recipient of performance owes the VAT (reverse tax obligations – “reversed charge”).

### **3. Adjustments of Membership Fee**

- 3.1 We reserve the right to adjust the Membership Fee according to the Price Index on an annual basis.
- 3.2 Generally, we make the adjustment (i.e. increase or decrease according to the development of the Price Index) at the end of a calendar year for the following year. We compare the average Price Index of the current year with the average Price Index for the year in which the last adjustment took place.
- 3.3 If we do not adjust during two (2) or more years, we are entitled to make an adjustment comprising all changes of the Price Index in the corresponding period.
- 3.4 Each adjustment will only apply to transactions made after its effective date.
- 3.5 If Eurostat ceases to publish the Price Index or makes significant changes to its content and format, we will take a comparable index published no less than annually as a basis for calculation of adjustments.
- 3.6 We will inform you about any adjustment or changes according to this Section 3, thirty (30) days in advance in writing, via e-mail.

### **4. Price List**

To get access to the price list, please contact your sales person.

## Annex 4: Service Specific Terms

### 1. Definitions

In these service specific terms (“**Service Specific Terms**”):

|                                   |   |
|-----------------------------------|---|
| <b>Logistics Service Provider</b> | means a Customer to the Logivity Loadboard service who undertakes transport services and places bids on available Shipments on the Logivity Loadboard service to be executed by a Transport Buyer, if the Shipment is awarded to the Logistics Service Provider.                |
| <b>Logivity Partner Service</b>   | means the cloud infrastructure offered by our sub-contractors, (a “ <b>Logivity Partner</b> ”), including thereto all related systems, applications, software, hardware and/or other material, used in provision of the Logivity Access.  |
| <b>Membership</b>                 | means the right to access, use, and thereby being part of, the Logivity Platform, pursuant to these Service Specific Terms (including, inter alia, having access to related functionalities, and partaking in the validation of transactions in the underlying infrastructure). |
| <b>Node</b>                       | means an individual computing system in the blockchain network, capable of maintaining a copy of the network ledger, validating transactions within the blockchain network, and updating the network ledger.  |
| <b>Shipment</b>                   | means the load offered through the Logivity Loadboard by a Transport Buyer to a Logistics Service Provider.   |
| <b>Transport Buyer</b>            | means a Customer to the Logivity Loadboard service who place shipments to find matching transports in order to have their Shipments executed by a Logistics Service Provider within Logivity Loadboard.   |

Other capitalized terms and expressions in these Service Specific Terms, which are not defined in Section 1 shall have the same meaning as in the Service Terms,

including any of its annexes, or otherwise defined in these Service Specific Terms.

## **2. Services**

The following Services are offered to you as a Customer under the Service Terms:

### **2.1 Logivity Loadboard**

Logivity Loadboard is a private loadboard that allows Transport Buyers to publish Shipments and Logistics Service Providers to place bids on such Shipments, which the Transport Buyer then by their own choice can award to the Logistics Service Provider (the “**Logivity Loadboard**”). Logivity Loadboard’s purpose is to help Transport Buyers find Logistics Service Providers for their loads while helping Logistics Service Providers find loads. Every completed Shipment within the online marketplace will be verifiable using blockchain technology.

### **2.2 Logivity Connect**

“**Logivity Connect**” is an online tool that helps users communicate and facilitate transportation services in order to place transportation orders and status messages between the users.

### **2.3 Logivity Access**

The Logivity Access is a service that provides access to the Logivity Platform through a shared Node. This enables the storage of the Customer's copy of the Service data, (the “**Logivity Access**”).

### **2.4 Logivity Platform**

2.4.1 The “**Logivity Platform**” is a digital network powered by blockchain technology, enabling business to business services for the logistics industry. Our mission is to connect the world’s transport service stakeholders to allow them to be more efficient and successful by leveraging the power of the Logivity Platform. The Logivity Platform is designed to promote cost savings and new business opportunities for Customers by providing them the opportunity to interact in a network of trusted relationships.

2.4.2 The Logivity Platform is comprised of multiple nodes, peers, channels and smart contracts. We are responsible for the architecture design, management of access to the Logivity Platform, and maintenance of standard configuration of the Logivity Platform.

## **3. Conditions applicable to the specific Services**

### **3.1 Logivity Loadboard**

3.1.1 **Regulatory compliance.** In addition to what is set forth in **Annex 1** Section 6.2 (a), when acting as a Logistics Service Provider you represent and warrant that you as well as any and all of your agents, suppliers and/or sub-contractors



(“**Sub-Contractors**”) comply with applicable laws and regulations (including but not limited to, cabotage rules, rules on driving and resting times, combined transports, weights and dimensions, hazardous goods and/or posting of workers) as well as hold all necessary permits and/or licenses required for the performance of the Shipment. We may, at our sole discretion, ask you to provide us with evidence of yours and your Sub-Contractors’ compliance with relevant laws and regulations as well as copies of yours and your Sub-Contractors’ valid licenses and/or permits and you shall provide such evidence without delay. If you or any of your Sub-Contractors are in breach of any applicable laws and/or regulations or if you or any of your Sub-Contractors do not hold all necessary permits and/or licenses required for the performance of the Shipment in accordance with this Section 3.1.1 you shall promptly inform us thereof.

- 3.1.2 In addition to what is set forth in Annex 1 Section 6.2 (a), when acting as a Transport Buyer you are in some cases and in some jurisdictions liable for ensuring that the Logistics Service Provider and its Sub-Contractors’ hold all necessary permits and/or licenses required for the performance of the Shipment and that they perform the Shipment in accordance with applicable laws and regulations. We may, at our sole discretion, ask you to provide us with evidence of your compliance with relevant laws and regulations and you shall provide such evidence without delay. If you as a Transport Buyer becomes aware of a Logistics Service Provider’s or its Sub-Contractors’ breach of any applicable laws and regulations in accordance with this Section 3.1.2 you shall promptly inform us thereof.
- 3.1.3 **Biddings/offers** In order to bid on a transport or to offer a transport, you and your transportation contracting party shall have a binding agreement in effect for such transportation services. It is your responsibility to ensure that such a transportation services agreement is in place and that such agreement and any performance of it is not in breach or violation of any law, license or regulation, including but not limited to, applicable cabotage regulations.
- 3.1.4 We will not be liable for any conditions set out in a transportation services agreement as described above in Section 3.1.3, including but not limited to, the execution of the Shipment and/or any conditions related to the agreed settlement and/or any reimbursement for the Shipment. To avoid any misunderstandings, we will in no event be liable for, without limitation, any conditions regarding delivery time or completion of the Shipment.
- 3.1.5 **Executing Shipments.** You ensure that you will act in a reasonable and prudent manner when executing your duties relating to a Shipment or other activities in connection to Logivity Loadboard, including but not limited, staying solvent and passing on correct information to your contractual counter parties.
- 3.1.6 For the avoidance of doubt, we may, at our sole discretion stop and/or prohibit a Shipment if you are in breach of applicable law and/or the Service Terms, or if we suspect that you are in breach of applicable law and/or the Service Terms.

- 3.1.7 **Processing of personal data.** As part of providing the Logivity Loadboard service to you, we may also process certain personal data on behalf of you. We shall process such personal data only for purposes necessary for the performance of the Logivity Loadboard service and only in compliance with the Data Processing Addendum. The Data Processing Addendum is incorporated in the Service Terms by reference and included in **Annex 5**.
- 3.2 Logivity Connect**
- 3.2.1 **Bookings/offers.** In order to book a transport or to offer a transport, you and your transportation contracting party may have to enter into an agreement for such transportation services, at your own discretion. We do not take any responsibility regarding the lawfulness of your agreement for the transportation services and the conditions set out therein nor do we take any responsibility regarding the lawfulness of the performance of the transportation. Further, we do not take responsibility for how you and any other customer use the Service and/or process the data that you send to them.
- 3.2.2 **Processing of personal data.** As part of providing the Logivity Connect service to you, we may also process certain personal data on behalf of you. We shall process such personal data only for purposes necessary for the performance of the Logivity Connect service and only in compliance with the Data Processing Addendum. The Data Processing Addendum is incorporated in the Service Terms by reference and included in Annex 5.
- 3.3 Logivity Access**
- 3.3.1 **Logivity Partner.** The Logivity Access is provided by us using a Logivity Partner Service infrastructure from a Logivity Partner. We may at our sole discretion sub-contract the performance of any and all of our obligations to provide the Logivity Access.
- 3.3.2 **Analyses.** We may (i) compile statistical and other information related to the performance, operation and use of the Logivity Access, and (ii) use data from the Logivity Access in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively referred to as “**Logivity Access Analyses**”). We may make Logivity Access Analyses publicly available, however, Logivity Access Analyses will not incorporate Your Data or Confidential Information in a form that could serve to identify you or any individual. We retain all intellectual property rights in the Logivity Access Analyses.
- 3.3.3 **Processing of personal data.** As part of providing the Logivity Access to you, we may also process certain personal data on behalf of you. We shall process such personal data only for purposes necessary for the performance of the Logivity Access and only in compliance with the Data Processing Addendum. The Data Processing Addendum is incorporated in the Service Terms by reference and included in Annex 5.

### 3.4 Logivity Platform

- 3.4.1 **Membership.** A Membership allows you to access the Logivity Platform. A Membership may be applied for through the Logivity Platform interface and as soon as we have approved your Membership, you will receive a confirmation email with access to the Logivity Platform.
- 3.4.2 When applying for a Membership, you will be asked to choose and register a name that can identify your Membership account and that will be representative of you as a member. We reserve the right to at all times and at our sole discretion change the registered username of your Membership account, if we find the name unsuitable for use in the Logivity Platform for any reason.
- 3.4.3 To the extent anti-money laundering or combating the financing of terrorism (AML) legislation apply to us, we have the right to request required information (e.g., KYC and other required AML documentation) from you. The Customer is obliged to comply with and respond to all information required, and if not, you may not be provided a Membership.
- 3.4.4 **Access Control.** Logivity Platform support logins using two-factor authentication which is known to reduce the risk of unauthorized use of or access to the Logivity Platform. We will therefore not be liable for any damages, losses or liability to Customer, Invited Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of two-factor authentication. Additionally, Customer is responsible for their use and thereto related access credentials, including usernames and passwords, administrator accounts, as well as the use of the Membership account by your Invited Users. We will not be responsible for any damages, losses or liability to the Customer, Invited Users, or anyone else, if such information is not kept confidential by the Customer or its Invited Users, or if such information is provided by an unauthorized third-party logging into and accessing the Logivity Platform.
- 3.4.5 **Availability.** The Logivity Platform is operated from Sweden. The Logivity Platform may not be available or appropriate for use in your jurisdiction. By accessing or using the Logivity Platform, you agree that you are solely and entirely liable for compliance with all laws and regulations that may apply to you.
- 3.4.6 You hereby acknowledge and understand that we may be forced to cease the operation of the Logivity Platform in its entirety, and/or any related services, due to a number of reasons, including without limitation, the regulatory regime governing blockchain technologies. Various legislative and executive bodies may in the future adopt laws, regulations, guidance or other actions which may severely affect and/or hinder the development and operation of the Logivity Platform. If we deem it necessary due to such effects or hindrances, we may, without any liabilities of any kind towards you or other customers, at our sole discretion discontinue the Logivity Platform, in accordance with Annex 1 Section 8.3.

## Annex 5: Data Processing Addendum

This data processing agreement (the "**Data Processing Addendum**") forms an integral part of the Service Terms and shall be entered into between us when personal data is processed by us in connection with providing the Services to you. For the purposes of this Data Processing Addendum, the Customer is the "**Data Controller**", and we are the "**Data Processor**" processing personal data on behalf of the Data Controller.

### 1. Background

**This Data Processing Addendum is required by law.**

- 1.1 Data Protection Regulations stipulate that Processing of Personal Data by a data processor on behalf of a data controller shall be governed by a contract. The parties have entered into the Data Processing Addendum in order to comply with the requirements set out in the Data Protection Regulations.
- 1.2 This Data Processing Addendum is applicable to the extent that the Data Processor Processes Personal Data on behalf of the Data Controller but only covers the Processing of Personal Data performed in accordance with the Data Controller's documented instructions in the Data Processing Addendum (including its appendices). Any other form of Processing is not covered. This Data Processing Addendum supersedes previously entered into agreements as well as previous instructions relating to the Processing of Personal Data.

### 2. Definitions

- 2.1 In the Data Processing Addendum:

**"Data Protection Regulations"**

means any and all data protection laws and regulations applicable from time to time to the Processing of Personal Data under the Data Processing Addendum (including but not limited to the Swedish Act on complementary provisions to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (2018:218), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**")) as interpreted from time to time by the Court of Justice of the European Union or other court of law that is

competent to establish a precedent for such data protection laws.

**“Sub-processor”**

Any data processor engaged by the Data Processor for the purpose of Processing the Personal Data.

- 2.2 Other capitalized terms and expressions in the Data Processing Addendum, which are not defined in Section 2 shall have the same meaning as in the Service Terms or otherwise defined in the Data Processing Addendum. Other terms and expressions of the Data Processing Addendum shall be interpreted in accordance with the General Data Protection Regulation.

**3. Processing of Personal Data**

**We will Process the Personal Data in accordance with your documented instructions and as legally required.**

- 3.1 The Data Controller takes full responsibility to ensure that the Processing of Personal Data and any instructions relating thereto is in compliance with Data Protection Regulations applicable from time to time, including obtaining necessary licenses, permits and approvals for the Processing. The Data Controller is further responsible for ensuring that there is a valid legal basis under article 6 of the General Data Protection Regulation for the Processing of all Personal Data performed by the Data Processor on behalf of the Data Controller.
- 3.2 The Data Processor shall only Process Personal Data in accordance with the Data Controller’s documented instructions as set out in **Schedule 1**, including transfer of Personal Data to third countries or an international organization, unless the Data Processor has an obligation under EU law (including the laws of its member states) to Process Personal Data. In such case, the Data Processor shall inform the Data Controller of the legal requirement before the Processing is initiated, provided that this is in accordance with applicable laws.
- 3.3 Schedule 1 of the Data Processing Addendum stipulates the (i) types of Personal Data Processed under the Data Processing Addendum, (ii) categories of Data Subjects that the Personal Data concern, and (iii) nature and purpose for the Processing of Personal Data.
- 3.4 This Data Processing Addendum, including Schedule 1, constitutes the Data Controller’s entire instructions to the Data Processor for the Processing of Personal Data under the Data Processing Addendum.
- 3.5 The Data Processor shall immediately inform the Data Controller if the Data Processor considers that all or part of the Data Controller’s instructions are in violation of Data Protection Regulations. The Data Processor shall not implement such instruction until the Data Controller has confirmed that the implementation of the instruction is lawful.

- 3.6 The Data Processor shall Process the Personal Data for the time necessary in order to fulfil its obligations under the Service Terms.
- 3.7 The Data Processor shall ensure that persons for whom the Data Processor is responsible and who Process Personal Data under the Data Processing Addendum have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.8 Taking into account the nature of the Processing, the Data Processor shall assist the Data Controller with appropriate technical and organizational measures, insofar as this is possible and to a reasonable extent, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subjects' rights under the Data Protection Regulations.
- 3.9 Taking into account the nature of the Processing and the information available to the Data Processor, the Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Data Protection Regulations, including (where applicable) its obligations to (i) implement appropriate technical and organizational measures, (ii) notify Personal Data Breaches to the supervisory authority, (iii) inform Data Subjects of Personal Data Breaches, (iv) carry out data protection impact assessments, and (v) carry out prior consultation with competent supervisory authorities before Processing.
- 3.10 The Data Processor shall, at the choice of the Data Controller, delete or return the Personal Data to the Data Controller at the end of the term of the Data Processing Addendum, and delete existing copies unless EU law (including the laws of its member states) requires storage of the Personal Data. If requested by the Data Controller, the Data Processor shall provide written notice confirming the return or deletion of the Personal Data. The Data Processor's responsibility under this Section 3.10 only concerns deletion and return of Personal Data pursuant to Data Protection Regulations.

#### **4. Security of Processing**

**We will keep the Processing of the Personal Data secure and thereby protect the privacy of the Data Subjects.**

- 4.1 The Data Processor shall implement appropriate technical and organizational security measures in accordance with Data Protection Regulations to ensure a level of security appropriate to the risk and, when appropriate:
- (a) pseudonymisation and encryption of Personal Data;
  - (b) ensure that there is a procedure for regular testing, investigation and evaluation of the efficiency of the technical and organizational security measures to ensure the security of the Processing;

- (c) maintain and update logs regarding Personal Data, establish and maintain an IT-security policy, maintain a secure IT-environment as well as establishing and maintaining physical security measures and routines; and
  - (d) inform the Data Controller of any attempt at or completion of unauthorized access to Personal Data (including loss or change of Personal Data).
- 4.2 The Data Processor is only responsible for implementing appropriate technical and organizational security measures in accordance with Section 4.1 that are within the actual control of the Data Processor.
- 4.3 The Data Processor shall notify the Data Controller without undue delay after the Data Processor becoming aware of a Personal Data Breach (as defined in Data Protection Regulations). Such notification shall, taking into account the nature of the Processing and the information available to the Data Processor:
  - (a) describe the nature of the Personal Data Breach and, insofar as this is possible, the categories and approximate number of Data Subjects and Personal Data that are concerned;
  - (b) describe the likely consequences of the Personal Data Breach; and
  - (c) describe the measures that have been taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

If and to the extent it is not possible for the Data Processor to provide all of the information at the same time, the information may be provided in several phases without undue delay.
- 4.4 If the Data Controller does not notify the Data Subjects of a Personal Data Breach, thereby failing to comply with Data Protection Regulations, and a competent supervisory authority subsequently orders the Data Processor to remedy such failure, the Data Controller shall compensate the Data Processor for any costs related to complying with such supervisory authority's decision.

## 5. Audit (inspection)

**To ensure that we are in compliance with this Data Processing Addendum, you have the right to conduct audits.**

- 5.1 The Data Processor shall make all information available to the Data Controller that is necessary to demonstrate compliance with the obligations set out in the Data Processing Addendum. The Data Controller, or any auditor mandated by the Data Controller, is entitled to conduct audits, including inspections, of the Data Processor's compliance with the Data Processing Addendum one time per year during normal business hours. Such audit shall be preceded by at least thirty (30) days' prior written notice from the Data Controller, in which the content and the extent of the audit shall be specified. The purpose of such audits

shall be to verify the Data Processor's compliance with the obligations set out in the Data Processing Addendum. The content and extent of an audit may not exceed what is necessary to achieve the purpose of the audit. Unless the parties have agreed otherwise in writing, the inspection may only be conducted if an audit in accordance with Data Protection Regulations cannot be completed through the provision of information by the Data Processor. Any costs relating to an audit shall be at the Data Controller's expense. The Data Processor's reasonable costs relating to such audit Data Processor may also be charged to the Data Controller.

- 5.2 An audit in accordance with Section 5.1 requires that the Data Controller, or the auditor appointed by the Data Controller, has agreed on necessary confidentiality undertakings and complies with the security measures of the Data Processor at the site where the audit shall be performed. Furthermore, the audit shall be carried out without unreasonably disturbing the Data Processor's business or risking the protection of third parties' information. Any information collected in connection with the audit shall be deleted immediately after the completion of the audit or as soon as the information is no longer required for achieving the purpose of the audit.

## **6. Sub-processors**

**We are allowed to get help to Process the Personal Data.**

- 6.1 The Data Controller hereby provide the Data Processor with a general authorization to engage Sub-processors for the Processing of Personal Data.
- 6.2 The Data Processor shall inform the Data Controller of any plans to engage new Sub-processors or replace Sub-processors in order for the Data Controller to be able to object to such changes. The Data Controller shall object to such new or replaced Sub-processors within five (5) business days from the day of the Data Processor's notice concerning the new or replaced Sub-processor. The Data Controller shall not object to engagement of new Sub-processors or replacement of Sub-processors, if the new Sub-processor has sufficiently undertaken to implement technical and organizational security measures in compliance with Data Protection Regulations and ensures the safeguarding of Data Subjects' rights. If the Data Controller has not objected to the new or replaced Sub-processor within the timeframe, the Data Controller shall be considered to have approved the Sub-processor. If the Data Controller objects to a new Sub-processor within the timeframe, the Data Processor shall be entitled to terminate the Service Terms to take effect immediately or as otherwise agreed between the parties.
- 6.3 If the Data Processor engages a Sub-processor for Processing Personal Data on behalf of the Data Controller, equivalent data protection obligations as set out in the Data Processing Addendum shall be imposed on that Sub-processor by way of a contract. The Data Processor shall at all times remain fully responsible for all obligations, acts and omissions of any Sub-processor to the same extent as if performed or not performed by the Data Processor itself.



## **7. Processing of Personal Data in countries outside of the EU/EEA**

**Any Processing outside the EU/EEA must in accordance with the law.**

- 7.1 Unless otherwise agreed to in Schedule 1, the Data Processor shall not transfer and shall ensure that any Sub-processors do not transfer, any Personal Data to a country outside of the EU/EEA.
- 7.2 If the Parties have agreed that Personal Data may be transferred to a country outside of the EU/EEA, the Data Processor shall ensure that appropriate safeguards are provided in accordance with applicable Data Protection Regulations. Such appropriate safeguards may include, but are not limited to, the Data Processor (i) entering into a contract with a Sub-processor based upon the EU Commission's standard contractual clauses (SCC) for the transfer of Personal Data to a country outside the EU/EEA; or (ii) adhering to approved binding corporate rules (BCR). A transfer of Personal Data to a country outside the EU/EEA may also be based upon a valid adequacy decision by the EU Commission.
- 7.3 The Data Processor may transfer Personal Data outside of the EU/EEA if the Data Processor has an obligation to do so under EU law or the laws of its member states, and if the Data Processor has informed the Data Controller of the legal requirement before the transfer is made, unless such laws prohibit such information on important grounds of public interest.
- 7.4 To the extent the Data Controller is a recipient of Personal Data in a country outside of EU/EEA that is not recognized as providing an adequate level of protection for Personal Data (as set forth in the General Data Protection Regulation), the Data Controller and the Data Processor agree to abide by and process Personal Data in compliance with Schedule 2 (Standard Contractual Clauses). In case of conflict between any provisions of this Data Processing Addendum and Schedule 2, Schedule 2 shall take precedence.

## **8. Confidentiality**

**Both parties promise to keep the Processing of Personal Data confidential.**

The Data Processor undertakes not to disclose any information regarding the Processing of Personal Data under the Data Processing Addendum to any third parties or in any other way disclose any other information received as a result of the Data Processing Addendum. The obligation of confidentiality does not apply to information to sub-processors according to Section 6 and/or information that the Data Processor is obliged to disclose according to EU Regulations (including the laws of its member states) or decisions of authorities. In addition to this Section 8, any undertakings as to confidentiality in the Service Terms shall also be applicable. When the Data Processing Addendum terminates, regardless of reason, this Section 8 will continue to be binding for both parties.

## 9. Liability

**Our liability is the same as in the Service Terms, but any limitation of liability in this Data Processing Addendum does not apply to administrative fines imposed by the supervisory authority.**

- 9.1 The Data Processor is responsible for direct damage resulting from the Data Processor's Processing of Personal Data outside of the scope of or in violation of the Data Controller's lawful instructions in the Data Processing Addendum. Nevertheless, the Data Controller is responsible for all direct or indirect damage caused by Processing of Personal Data under the Data Processing Addendum and in accordance with Schedule 1 that is in breach with Data Protection Regulations. To the extent permitted by applicable laws, the Data Processor's total liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with the Data Processing Addendum shall be subject to the limitation of liability in the Service Terms.
- 9.2 Notwithstanding the above, the Data Controller shall hold the Data Processor harmless if and to the extent the Data Processor is held liable by a Data Subject or other third party (including claims from supervisory authorities) for unauthorized or unlawful Processing of Personal Data, unless such liability has arisen as a consequence of the Data Processor's failure to perform its obligations under the Data Processing Addendum. The Data Controller shall also hold the Data Processor harmless if and to the extent the Data Processor is held liable by a Data Subject or other third party for unauthorized or unlawful Processing of Personal Data if such liability has arisen from the Data Controller's instructions in Schedule 1.
- 9.3 The limitation of the parties' liability in this Section 9 above does not apply to the administrative fines imposed by the supervisory authority and/or court in accordance with Article 83 of the General Data Protection Regulation. Neither party is entitled to remuneration from the other party for any administrative fines that the party is obliged to pay according to a decision of the supervisory authority and/or court. The parties acknowledge and agree that the parties may become individually liable for administrative penalty fees in accordance with Article 83 of the General Data Protection Regulation.
- 9.4 This Section 9 shall survive the termination of the Data Processing Addendum, regardless of the reason for termination.

## 10. General Provisions

**Here are some more important details about this Data Processing Addendum.**

- 10.1 This Data Processing Addendum will remain in full force and effect until the Data Processor ceases to Process Personal Data on behalf of the Data Controller according to the terms of the Service Terms.
- 10.2 Changes and additions to the Data Processing Addendum, including this Section 10.2, must be in writing and duly executed by the parties in order to be binding.
- 10.3 If the Data Protection Regulations are amended during the term of the Data Processing Addendum, or if a competent supervisory authority issues guidelines, decisions or regulations regarding the application of the Data Protection Regulations which causes the Data Processing Addendum to not meet the requirements of a Data Processing Addendum, or if the Service Terms is amended, the Data Processing Addendum shall be amended to meet such new or additional requirements and/or amendments.
- 10.4 This Data Processing Addendum contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous negotiations and understandings between the parties in relation thereto, whether written or oral. In case of any conflict between the Data Processing Addendum and any other agreement between the contracting parties, the Data Processing Addendum shall take precedence. However, the foregoing does not apply to subsequent agreements expressly stated to take precedence over the provisions set out in the Data Processing Addendum. In addition to the Data Processing Addendum, any relevant provisions in the Service Terms shall also be applicable to the Data Processor's Processing of Personal Data. In case of any conflict between the Service Terms and the Data Processing Addendum, the Data Processing Addendum shall take precedence with regard to the Processing of Personal Data.

## 11. Governing Law and Dispute Resolution

**In the unlikely event the parties end up in a legal dispute, the parties agree to resolve it by arbitration subject to confidentiality.**

- 11.1 This Data Processing Addendum shall be applied and interpreted in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 11.2 Any dispute concerning the interpretation or application of the Data Processing Addendum shall be settled in accordance with the provisions on dispute resolution in the Service Terms.
-

## Schedule 1 – Instruction for Processing of Personal Data

### 1. Nature and purpose of Processing

The Data Controller instructs the Data Processor to only Process the Personal Data for the purpose of enabling the provision of the Services under the Service Terms, including but not limited to:

- (a) Processing the Personal Data as necessary to setup the Data Controllers' access to the Services;
- (b) Processing the Personal Data as necessary to facilitate the technical provisioning of Logivity Access, such as by transmitting Personal Data over the network and storing it in required databases;
- (c) Processing the Personal Data as necessary to provide features of the Services, including storage of off-chained databases necessary to provide supporting services for quality performance purposes;
- (d) Processing the Personal Data as necessary for the purpose of providing and maintaining the Services to the Data Controller in accordance with the Service Terms;
- (e) Processing the Personal Data as necessary to offer and provide support services to the Data Controller using the Logivity Connect service under the Service Terms;
- (f) Processing the Personal Data as necessary to enable us to provide contact information to and between you as a Logistics Service Provider and the Transport Buyer in connection with a Shipment offered through the Logivity Loadboard;
- (g) Processing the Personal Data as necessary for the storage of transportation data when retained for invoicing purposes; and
- (h) Processing the Personal Data as necessary to manage authorization, authentication, and scope of access for the Data Controller.

### 2. Type of Personal Data

The Data Processor will Process the following five types of Personal Data:

- (a) **Profile data** – is Personal Data linked to a Data Controller's Logivity-ID and/or Membership, as necessary to build profiles representative of the Data Controller as a Member and is used for identity management, single sign-on, and identity governance. For example, name, professional role, email address and phone number to the representative of the Data Controller.

- (b) **Transaction related data** – is Personal Data related to Shipments and other transportation services relating to the Services. For example, name, role, email address and phone number of a contact person of the Data Controller may be filled out in the contact fields of the data structure related to the transaction. Further, hashes of underlying Personal Data are written on the ledger.
- (c) **Incidental data** – is Personal Data collected within the transaction. Personal Data may occur if the Data Controller fills out any free text fields relating to a transaction with information containing Personal Data, e.g., contact information. For example, "Joe is ready to deliver goods; please call him at +46...". Further, hashes of underlying Personal Data are written on the ledger.
- (d) **Technical data and Service data** – is Personal Data relating to the Data Controller's use of the Services, including; (i) technical data such as IP address, for network optimization, maintenance, internal audit and monitoring purposes, and (ii) organizational data such as brand or company name if the Data Controller operates under sole proprietorship.
- (e) **Off-chain database data** – is Personal Data relating to organization details which are stored in an off-chain database for maintenance and backup purposes, including Personal Data regarding the organization administrator person and the organization authorized person connected to the Data Controller's Logivity-ID.

### 3. Categories of Data Subjects

The Personal Data concern the following categories of Data Subjects:

- (a) Representatives of the Data Controller;
- (b) Contact persons of the Data Controller, to the extent the Data Controller includes it in connection with using the Services; and
- (c) Drivers, carriers and similar data subjects, to the extent the Data Controller specifies this in connection with using the Services.

### 4. Location of Processing

The Data Processor may Process Personal Data in the following countries:

- (a) Any country within the EU/EEA;
- (b) Any country outside the EU/EEA provided that the transfer (i) is in compliance with the obligations under this Data Processing Addendum, (ii) permitted under Data Protection Regulations and (iii) necessary in order to facilitate the provision of services provided by the Sub-processors outlined in Section 5 of this Schedule 1 (including the processors of such Sub-processors).

## 5. Engaged Sub-processors

The Data Processor is engaging the following Sub-processors:

| Company name      | Company reg. no. | Categories of Personal Data              | Purpose of Processing             |
|-------------------|------------------|--|-----------------------------------|
| Oracle Svenska AB | 556254-6746      | All categories included under Section 1. | Providing hosting infrastructure. |

## 6. Technical and organisational measures to be implemented by the Data Processor

The Data Processor shall:

- (a) prevent access by unauthorised persons to data processing equipment with which the Personal Data are Processed and used (equipment access control).
- (b) prevent unauthorised persons from using the data processing systems and ensure routines for granting, changing and removal of access to such systems (systems access control).
- (c) ensure that those authorised to use a data processing system can access only the data relevant to their authorised access and that Personal Data cannot be read, copied, amended or removed without authorisation during Processing (data access control).
- (d) ensure that Personal Data cannot be read, copied, amended or removed without authorisation during their electronic transfer or their transportation or their storage on data media and that it is possible to check and determine at what points transfer of Personal Data by facilities for data transmission is anticipated (transfer control).
- (e) ensure that it is possible to check and determine after the event whether and by whom Personal Data have been input or amended in or removed from data processing systems (input control),
- (f) ensure that Personal Data can only be Processed in accordance with the Data Controller's instructions (service control).
- (g) ensure that Personal Data are protected against accidental destruction or loss (availability control).
- (h) ensure that data gathered for various purposes can be Processed separately (separation control).

## Schedule 2 - Standard Contractual Clauses

These Standard Contractual Clauses (processor to controller) as set forth in this Schedule 2 form an integral part of the Data Processing Addendum.

### SECTION I

#### 1. Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
  - (i) the legal entity defined in the Service Terms transferring the personal data, as listed in Annex I.A. (hereinafter the “**data exporter**”); and
  - (ii) the legal entity defined in the Service Terms, any applicable order confirmation, and/or corresponds to the information associated with the user account used to order the Services, receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter the “**data importer**”),(each a “**Party**” and collectively the “**Parties**”) have agreed to these standard contractual clauses (“**Clauses**”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### 2. Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or

indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **3. Third-party beneficiaries**

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions: (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7; (ii) Clause 8.1 (b) and Clause 8.3(b); (iii) Clause 9 (omitted); (iv) Clause 12; (v) Clause 13 (omitted); (vi) Clause 15.1(c), (d) and (e); (vii) Clause 16(e); (viii) Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### **4. Interpretation**

- (a) Where these Clauses use terms that are de-fined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

### **5. Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### **6. Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

### **7. Docking clause**

(Omitted)

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### **8. Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.



### 8.1 Instructions

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

### 8.2 Security of processing

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (“**personal data breach**”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 8.3 Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.

- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

**9. Use of sub-processors**

(Not applicable)

**10. Data subject rights**

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

**11. Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

**12. Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

**13. Supervision**

(Not applicable)

### **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

#### **14. Local laws and practices affecting compliance with the Clauses**

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safe-guard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
  - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved, and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the

laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g., technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## **15. Obligations of the data importer in case of access by public authorities**

### **15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary, with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested,

requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

#### 15.2 **Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

### **SECTION IV – FINAL PROVISIONS**

#### 16. **Non-compliance with the Clauses and termination**

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
- (d) In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- (e) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (f) Either Party may revoke its agreement to be bound by these Clauses where
  - (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or
  - (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred.This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

**17. Governing law**

These Clauses shall be governed by the law as specified in the Service Terms.

**18. Choice of forum and jurisdiction**

Any dispute arising from these Clauses shall be resolved as specified in the Service Terms.

## **APPENDIX - ANNEX I**

### **A. LIST OF PARTIES**

**Data exporter.** The name, address and contact information of the data exporter is defined in the Service Terms. The data exporter processes personal data as a data processor in the context of activities relevant for the provision of Services under the Service Terms.

**Data importer.** The name, address and contact information of the data importer is defined in the Service Terms, any applicable order confirmation, and/or corresponds to the information associated with the user account used to order the Services. The data importer processes personal data as a data controller in the context of activities relevant for the use of Services under the Service Terms.

### **B. DESCRIPTION OF TRANSFER**

The categories of personal data (including sensitive data), categories of data subjects, and as well as the nature and purpose of the processing is defined in the Service Terms.

The personal data is continuously transferred and retained for the duration of the provision of Services under the Service Terms.

## Annex 6 – Acceptable Use Policy

### This Acceptable Use Policy

This acceptable use policy (this “**Acceptable Use Policy**”) describes prohibited use of the Services.

All references in this Acceptable Use Policy to “**you**” or “**your**” should be considered a reference to you as a natural person and user of the Services. The examples described in this Acceptable Use Policy are not exhaustive. We may modify this Acceptable Use Policy at any time by providing you with a revised version of this Acceptable Use Policy. By using or accessing the Services, you agree to the latest version of this Acceptable Use Policy.

Please report violations of this Acceptable Use Policy to [support@logivity.com](mailto:support@logivity.com). When reporting by email, please include the words ‘Acceptable Use Policy Violation’ in the subject. Our goal is for the Services to be of high-quality and to be safe as well as pleasant to use for all of our users.

Capitalized terms and expressions in this Acceptable Use Policy, shall have the same meaning as in the Service Terms, including any of its annexes, or otherwise defined in this Acceptable Use Policy.

### Permitted use of the Services

**When you use the Services, you need to follow the law.**

The Services may only be used for lawful purposes. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services.

### Activities that you are prohibited from engaging in when using the Services

**Use your common sense when using the Services and don’t do anything that can harm us, the Services, other users of the Services or anyone else.**

You are prohibited from using, or in any way facilitating or supporting others to use the Services:

- for any unlawful, fraudulent, infringing or offensive use.
- for any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including engaging in a behaviour that appears threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating for anyone for any reason.
- to store, distribute or otherwise make available (i) content that infringes or misappropriates the intellectual property or proprietary rights of others, or (ii) content that is defamatory, obscene, abusive, invasive of privacy or otherwise objectionable. Remember that this also applies to any feedback that you give us as part of your use of the Services.



- to violate, or attempt to violate, the security or integrity of the Services or any other network, electronic service, computer, application or other technical equipment and software. For example, by transmitting damageable code or viruses as well as using any automated process or service to access or use the Services such as a BOT, a spider or periodic caching of information stored by us.
- for purposes of distributing any form of “spam”, including but not limited to, unsolicited mass email, instant messages or any other form of electronic messaging on a bulk basis to recipients with which you have no pre-existing relationship.
- to gain access to the Services in any fraudulent or unauthorized way, including bypassing or circumventing the Services’ protocols and access controls as well as accessing or authorizing anyone to access the Services from an embargoed country.
- for attempting to reverse engineer or otherwise derive source code, trade secrets, or know-how of the Services as well as any portion thereof, or otherwise use the Services to replicate or compete with the Services.
- to remove, modify, or tamper with any regulatory, copyright or legal notice or link that is incorporated into the Services, including providing or creating links to external sites that violate this Acceptable Use Policy or other legal agreements we provide.
- to use data stored in the Services for any purpose other than those expressly allowed by us.

#### **Additionally**

##### **Be safe and use the Services responsibly.**

- We are not responsible for the content of any user-created posting, listing or message. The decision to view content or engage with others is yours. We advise you to use your judgment.
- You are responsible for protecting your computer against interference, spyware or viruses that may be encountered when using the Services. We always recommend that you install a virus protection program on your computer and keep it up to date.
- Information you provide or upload to the Services may be stored outside of the country in which you reside.
- Nothing in this Acceptable Use Policy is intended to grant any rights in or to the Services. Failure to enforce this Acceptable Use Policy in every instance does not amount to a waiver of our rights.

#### **Our monitoring and enforcement**

##### **We might ask you to prove that you are compliant with this Acceptable Use Policy.**

If requested, you must provide us with proof of compliance with this Acceptable Use Policy. We reserve the right to, in our sole discretion and judgment, take any action we deem necessary if you violate the letter or spirit of this Acceptable Use Policy. If you violate this Acceptable Use Policy or authorize or help others to do so, we may immediately terminate or suspend your access to the Services and we may or may not provide notice before taking action. We may also remove, disable access to, or modify any content or resource that violates this Acceptable Use Policy or any other agreement governing the use of the Services.

We may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this Acceptable Use Policy.