

LOGIVITY GENERAL TERMS AND CONDITIONS
TRANSPORT BUYERS

1 THE AGREEMENT

- 1.1 These general terms and conditions (the “**GTCs**”) govern the Customer’s rights and obligations when accessing and using the Services specified in the services agreement entered into between Logivity and the Customer (the “**Main Agreement**”).
- 1.2 The Main Agreement, these GTCs and the separate documents referred to herein together form a binding agreement between the Customer and Logivity (the “**Agreement**”).
- 1.3 Capitalized definitions used in these GTCs shall have the meanings assigned to them in the Main Agreement unless otherwise expressly set forth herein.

2 LOGIVITY’S OBLIGATIONS

- 2.1 Provided that the Customer pays all agreed fees and complies with the terms of this Agreement, Logivity shall provide the Services to the Customer in accordance with the Agreement. The scope of the respective Services is further described in clause 24.
- 2.2 Unless otherwise agreed, Logivity shall provide the Services with reasonable skill and care according to the requirements and service levels set out in Logivity’s service level agreement (the “**SLA**”) available at [Transport Buyer Contract details](#).
- 2.3 Logivity may engage subcontractors for the provision of the Services. Logivity shall be responsible for the acts and omissions of its subcontractors under the Agreement to the same extent as if the acts and omissions had been committed by Logivity itself.

3 LICENSE TO THE SERVICES

During the term of the Agreement, the Customer is granted a non-exclusive, non-transferable, limited license to access and use the Services for the Customer’s own internal business purposes. The license includes a right for the Customer to allow Invited Users to access and use the Services. “**Invited Users**” means Customer’s employees, consultants, and other persons authorized by the Customer to use the Services on behalf of the Customer.

4 UPDATES TO THE SERVICES

To ensure the best possible experience for the Customer when using the Services, Logivity may from time to time

and without prior notice provide updates to the Services, and modify, upgrade, discontinue, exchange or substitute features of the Services. The Customer will not be entitled to any refund of the Service Fee (as defined below in clause 5), credit or other compensation due to such changes.

5 SERVICE FEE AND PAYMENT

- 5.1 For the Services, the Customer shall pay the fees set out in the Main Agreement (the “**Service Fee**”).
- 5.2 The Service Fee is exclusive of value added tax (“**VAT**”) and other applicable taxes, which shall be paid by the Customer. If the Customer is established in Sweden, Logivity will add applicable VAT to the Customer’s invoice. If the Customer is established outside of Sweden, the Customer shall manage the payment of any applicable VAT. The Customer shall further manage the payment of other applicable taxes, regardless of where the Customer is established.
- 5.3 Unless otherwise agreed between the parties, Logivity shall invoice the Customer for the Service Fee monthly in arrears as set out in the Main Agreement. All invoices shall be paid by the Customer within 30 days from the date of the invoice.
- 5.4 Payment obligations arising under this Agreement are non-cancellable and, except as expressly set out herein, Logivity does not refund any paid Service Fee.
- 5.5 In the event of late payment, Logivity is entitled to (i) interest in accordance with the Swedish Interest Act (Sw: räntelagen (1975:635)); and (ii) suspend the Customer’s access to the Services until payment is made.

6 ADJUSTMENT OF SERVICE FEE

- 6.1 Logivity is entitled to adjust the Service Fee according to the Price Index (as defined below in clause 6.2). Adjustments will be made at the end of each calendar year by comparing the average Price Index of the current calendar year with the average Price Index for the calendar year in which the last adjustment took place and multiplying the Service Fee with the change in the Price Index. The adjusted Service Fee shall be payable from January 1st each year and will apply to transactions made on or after that date.
- 6.2 “**Price Index**” means the Harmonised Index of Consumer Prices HICP - All items index (2015=100) European Union (EC6-1972, EC9-1980, EC10-1985, EC12-1994, EU15-

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2004, EU25-2006, EU27) published monthly by Eurostat. If Eurostat ceases to publish the Price Index or makes significant changes to its content and format, Logivity may replace the Price Index with a comparable index.

6.3 In addition to what is set out in clause 6.1, Logivity is entitled to adjust the Service Fee in the event of material cost increases, including but not limited to material increases in costs of third-party licensing fees or labour costs. Any such Service Fee adjustments shall be reasonable and proportionate to the relevant cost increases.

6.4 Logivity shall notify the Customer in writing about Service Fee adjustments made under this clause 6, with reasonable advance notice.

7 CUSTOMER'S OBLIGATIONS

7.1 The Customer shall (i) provide the information necessary for Logivity to perform its obligations under the Agreement in an accurate and timely manner; and (ii) provide and maintain, at its own cost, all telecommunications services, computers and other equipment, hardware or services necessary to enable access to the Services.

7.2 The Customer undertakes to ensure that its Business Partners cooperate with Logivity as necessary to allow the Customer to set up, access and use the Services, as instructed by Logivity from time to time. The Customer acknowledges and agrees that the cooperation of its Business Partners is a necessary precondition for Logivity's provision of the Services, and that Logivity is not liable for any failure to deliver the Services that is due to the Customer's Business Partners not complying with Logivity's instructions as communicated to the Customer or its Business Partners. "**Business Partners**" means the Customer's consultants, carriers, logistics services providers and other third-party suppliers, including but not limited to those of Customer's suppliers that will support the Customer in the technical integration and setup of the Services, and those of Customer's carriers that will perform the shipments managed via the Services.

7.3 The Customer shall ensure that its Invited Users abide by Logivity's Acceptable Use Policy available at [User Terms & Conditions](#), the terms of use in this Agreement and any other written instructions communicated by Logivity to the Customer from time to time. For the avoidance of doubt, the Customer is responsible for all use of the Services by its Invited Users and for all activities that occur under the Customer's usernames, passwords and accounts.

7.4 The Customer shall ensure that its access and use of the Services complies with all applicable laws and regulations, including applicable economic and trade sanctions, and will not violate any privacy rights or constitute an infringement of Intellectual Property (as defined in clause 11.1) or any other proprietary rights.

7.5 The Customer further undertakes not to:

- (i) use the Services in a manner that circumvents or breaks any of Logivity's technical processes or security measures, or tests the vulnerability of the Services;
- (ii) introduce, post or upload to the Services any computer code, program, system, software, firmware or similar that will disrupt, modify, access, delete, damage, deactivate, disable, harm or otherwise impede the operations of the Services or any associated software, data and equipment;
- (iii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, or otherwise make any portion of the Services available for access by third parties, except as otherwise expressly provided for in the Agreement; or
- (iv) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about the Services.

7.6 The Customer shall defend, indemnify, and hold Logivity and its service providers, affiliates, staff and employees harmless from all liabilities, claims and expenses, including but not limited to, legal costs and attorneys' fees, that are caused by or related to the Customer's failure to comply with the obligations or responsibilities of the Customer set out in this Agreement.

8 SUSPENSION

Logivity may temporarily suspend the Customer's access to and use of the Services if the Customer violates any provision in the Agreement, or if in Logivity's reasonable judgment, the Services or any component thereof risk suffering a threat to security or functionality. Logivity will inform the Customer prior to such suspension as far as reasonably possible.

9 PROBLEMS

9.1 Except as expressly set out in the Agreement, the Services are provided on an "as is" and "as available" basis without

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any other rights or warranties, whether expressed or implied.

9.2 If Logivity fails to comply with its obligations set forth in clause 2 (a “**Problem**”), and the Problem is promptly notified by the Customer in writing to Logivity, specifying in reasonable detail the nature of the Problem, Logivity shall address or remedy the Problem as set out in the SLA.

9.3 The Customer acknowledges that unavailability of the Services caused by (i) scheduled maintenance, updates or upgrades to the Services; (ii) events outside Logivity’s reasonable control or responsibility, including but not limited to Force Majeure Events (as defined in clause 19.1), power blackouts, or internet or network outages; (iii) the Customer’s equipment, software or other technology; or (iv) actions or inactions by the Customer (including its Invited Users and any other person/entity given access to the Services by the Customer) in breach of this Agreement or Logivity’s applicable instructions, guidelines and policies, shall not be deemed a Problem.

9.4 If Logivity is unable to resolve a Problem, either party may terminate the part of the Agreement affected by the unresolved Problem without liability. In the event of such termination, any unused pre-paid Service Fee directly related to the terminated part of the Agreement shall be refunded to the Customer.

9.5 The remedies set out in this clause 9 are the only remedies available to the Customer in respect of Problems.

10 CUSTOMER DATA

10.1 The Customer owns and shall retain all rights to all data and content that the Customer or its Invited Users provide or submit to the Services (“**Customer Data**”).

10.2 Logivity shall have the right to access, use and otherwise process Customer Data and information provided by the Customer in relation to the Services solely for the purposes of providing the Services to the Customer in accordance with the Agreement, and for maintaining, updating and improving the Services.

10.3 The Customer is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and for obtaining the rights and permissions necessary to grant the rights to Logivity set out in clause 10.2.

10.4 The Customer shall ensure that its Customer Data (i) is free from viruses, trojans, worms, or other malicious

software or code; (ii) has agreed formats and specifications; and (iii) will not damage or interfere with the Services.

10.5 Without altering the provisions set out in clause 14, Logivity reserves the right to, at its sole discretion, initiate a data purge in the Services if it is required to preserve the integrity, reliability and availability of the Services.

11 INTELLECTUAL PROPERTY AND DATA

11.1 Logivity, or any third party from whom Logivity derives its right, owns and shall retain all rights, title and interest to any Intellectual Property related to the Services. “**Intellectual Property**” means any intellectual property right, including but not limited to patent, or utility model, along with any continuation, continuation-in-part, divisional, re-examined or reissued patent, foreign counterpart or renewal or extension of any of the foregoing, copyright, trademark, trade name, domain name, design or trade secret, whether present or future, registered or unregistered, registerable or not, and all applications for registration of the same, anywhere in the world. Nothing in the Agreement shall be construed as granting or conferring, fully or partly, any such rights, title or interest to the Customer, unless otherwise expressly stated.

11.2 All data, except Customer Data, generated as a result of Logivity’s provision of the Services or the Customer’s use thereof shall be the property of Logivity.

12 IP INFRINGEMENT

12.1 Logivity shall indemnify and hold harmless the Customer from and against any claims, suits, actions, judgments or awards and any damages, losses, costs and expenses (including legal fees), incurred or suffered by the Customer arising out of or related to any allegation that the Services (or a part thereof) or any license provided under this Agreement infringes any intellectual property right of a third party (“**IP Infringement**”).

12.2 Each party shall without undue delay inform the other party if it has reason to believe that an IP Infringement is taking or has taken place.

12.3 Logivity shall always be entitled to participate in all negotiations or judicial proceedings in respect of an IP Infringement, and the Customer shall, at its own cost, render such assistance to Logivity, as may reasonably be required. The Customer shall not settle any claims or

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proceedings without the prior written consent of Logivity, which consent shall not be unreasonably withheld.

- 12.4 For the avoidance of doubt, Logivity is only liable for an IP Infringement if: (i) Logivity was notified by the Customer in accordance with clause 12.2, and (ii) Logivity has been entitled to participate in the defense and settlement as set out in clause 12.3.

13 FEEDBACK AND IMPROVEMENTS

Logivity welcomes feedback regarding the Services. To the extent the Customer provides such feedback, the Customer grants to Logivity a free, transferable, sub-licensable, non-exclusive, irrevocable, worldwide right to use such feedback in any way without restrictions.

14 DATA PROTECTION

- 14.1 To be able to provide the Services to the Customer, Logivity may process personal data on the Customer's behalf as data processor. Logivity shall process such personal data in compliance with applicable data protection legislation and Logivity's data processing agreement (the "DPA") available at [Transport Buyer Contract details](#).

- 14.2 The Customer shall ensure that any Invited User and/or other individual authorized by the Customer to access the Services: (i) is aware that personal data relating to them may be processed by Logivity; and (ii) is referred to or provided with a copy of Logivity's applicable privacy notices available at [Legal Policies and Terms](#).

- 14.3 The Customer acknowledges that Logivity's privacy notices include information about the personal data processing that Logivity performs as data controller. In addition to what is set out in clause 14.2, the Customer shall ensure (i) that any Invited User and/or other individual authorized by the Customer to access and use the Services receive information about personal data processing that the Customer performs as data controller under this Agreement, and (ii) that the Customer's personal data processing is otherwise in compliance with applicable data protection legislation.

15 CONFIDENTIALITY

- 15.1 During the term of the Agreement and two years thereafter, the receiving party undertakes not to disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), without the disclosing party's

prior written consent, regarding the disclosing party's business which may be considered a trade or professional secret, or otherwise use such information for any purpose other than for the receiving party's performance of its obligations under this Agreement. Any information that the disclosing party has declared to be confidential shall at all times be considered a trade or professional secret and consequently be confidential information.

- 15.2 This confidentiality undertaking shall not apply to information the receiving party can prove it learned of in a manner other than through this Agreement or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

16 PUBLICITY

Notwithstanding what is set out elsewhere in this Agreement, Logivity may, to a reasonable extent, use the Customer's name and logo for marketing and promotional purposes, including listing the Customer as a reference customer on Logivity's website and in marketing materials. The Customer may at any time request that such use cease.

17 LIMITATION OF LIABILITY

- 17.1 Logivity's maximum aggregate liability for any and all claims under or relating to this Agreement, shall not exceed the Service Fee paid by the Customer during the 12-month period preceding the incident giving rise to the claim (or if several, the last one to occur). If the incident occurs within the first 12 months of the term of the Agreement, the amount referred to above shall correspond to the estimated contract value payable for the first 12-month period.

- 17.2 Logivity shall under no circumstances be liable for any indirect damages, including but not limited to loss of profit, loss of production or loss of goodwill, even if advised of the possibility of such loss or damage.

- 17.3 The limitations of liability set out above in clauses 17.1 and 17.2 shall not apply with respect to damages caused by gross negligence or wilful misconduct.

- 17.4 Logivity shall under no circumstances be liable for the actions or omissions of the Customer's carriers and/or logistics service providers, including but not limited to information and requests provided by a carrier or logistics

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service provider to the Customer via the Services. The Customer hereby waives any right to assert claims for damages against Logivity arising from any actions or omissions by the Customer's carriers and/or logistics service providers.

Agreement. Any change of contact details shall be communicated to the other party as prescribed in this clause 20.

20.2 A notice shall be valid and effective (i) at the time of transmission if sent by e-mail, (ii) two business days after posting if sent by registered mail, or (iii) upon delivery if sent by courier.

18 AMENDMENTS

18.1 Changes and additions to the Agreement shall be made in writing and duly executed by the parties.

18.2 Notwithstanding clause 18.1, these GTCs may from time to time be amended by Logivity. Any substantive amendments shall be notified to the Customer in writing with reasonable advance notice before they come into effect.

18.3 If a change made in accordance with clause 18.2 is objectively unfavourable for the Customer and the Customer does not accept the change, the Customer may terminate the Agreement for convenience without liability by providing written notice to Logivity before the change enters into force. Such termination shall be effective at the date of the change entering into force.

21 TERM AND TERMINATION

21.1 The Agreement shall enter into force on the date when the Customer signs the Main Agreement or the date when the Customer first uses or gains access to the Services, whichever occurs first, and shall remain in force until the Agreement is terminated pursuant to the Agreement.

21.2 Either party may terminate the Agreement immediately without cause by providing the other party with 90 days prior written notice.

21.3 Either party may terminate this Agreement with immediate effect if:

- (i) the other party has committed a material breach of this Agreement;
- (ii) the other party has committed a breach of this Agreement and, if the breach can be cured, fails to cure such breach within 30 days of a written demand (containing a description of the breach of contract and reference to this clause); or
- (iii) the other party is declared bankrupt, commences company reorganisation, commences composition with its creditors, or can otherwise be deemed insolvent.

21.4 Following termination or expiration of the Agreement, Logivity shall have no obligation to maintain or provide Customer Data and may thereafter, unless legally prohibited or technically unfeasible, delete all Customer Data in Logivity's systems or otherwise in Logivity's possession or control.

21.5 Provisions containing rights and obligations which to their nature are such that they should remain in force also after the expiry of the Agreement shall remain valid and in force until the expiry of such right or obligation, including without limitation as regards Intellectual Property, confidentiality and limitations of liability.

19 FORCE MAJEURE

19.1 A party shall be discharged from liability for a failure to perform an obligation under the Agreement due to a circumstance beyond the party's reasonable control. Circumstances giving rise to such discharge are war or warlike acts, restrictions by public authorities, fire, strike, blockade, prohibition, epidemics, pandemics, telecommunications failures, denial of service attacks or similar malicious occurrences or other similar events, provided that the affected party without undue delay gives written notice to the other party of such event ("**Force Majeure Event**").

19.2 If performance of significant parts of the Agreement is prevented for more than three months due to a Force Majeure Event, the other party shall be entitled to terminate the Agreement with immediate effect. Neither party shall have any liability to the other party as a consequence of termination of the Agreement due to a Force Majeure Event.

20 NOTICES

20.1 Any notice to be given in writing by a party under the Agreement shall be sent by e-mail, registered mail or courier to the parties' contact details, as listed in the Main

22 GENERAL PROVISIONS

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22.1 This Agreement constitutes the entire agreement between the parties regarding all of the issues set forth in the Agreement and supersedes any and all prior written or verbal undertakings and agreements.

22.2 Neither party may assign its rights and/or obligations under the Agreement without the prior written consent of the other party. Logivity may however freely assign its rights and obligations hereunder to an affiliate of Logivity.

23 GOVERNING LAW AND DISPUTE RESOLUTION

23.1 This Agreement shall be governed by the substantive law of Sweden.

23.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC**”). The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.

23.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

23.4 The parties undertake, without any limitations in time, not to disclose the existence and content of an award arising out of or in connection with this Agreement, nor to disclose information about negotiations, arbitral proceedings or mediation arising out of or in connection with this Agreement. The aforementioned shall apply unless otherwise is provided by law, other regulations, decisions by an authority, stock exchange rules or good practices in the stock market or if it is necessary for the execution of an award.

24 SERVICE SPECIFIC TERMS

24.1 For transport buyers, Logivity provides the services listed below. Logivity and the Customer have agreed in the Main Agreement which of the below services that are included in this Agreement.

24.2 **Logivity Control.** Logivity Control is an online tool that can help a transport buyer to place orders for shipments with its contracted logistics service providers, and that facilitates the transport buyer’s communication with its contracted logistics service providers, as well as the

exchange of status updates related to ordered shipments. Logivity Control can be integrated with the Customer’s own transport management system (TMS) using standard APIs, or be provided as a non-integrated web-based version. When using Logivity Control, the following service specific terms and conditions apply:

- (i) To order a shipment via Logivity Control, the Customer may need to enter into an agreement with its designated contracted logistics service provider specifying the terms and conditions for the ordered shipment; and
- (ii) Logivity is not liable for the lawfulness of any such agreement between the Customer and its logistics service provider, nor for the logistics service provider’s performance of the agreement and the execution of the ordered shipment. Any claims from the Customer related to inter alia defects and delays in the performance of an ordered shipment shall be directed to the logistic service provider.

24.3 **Logivity Loadboard.** Logivity Loadboard is a private loadboard that allows a transport buyer to publish a request for shipment that logistics service providers can bid on. The transport buyer can then choose to award the performance of the relevant shipment to one of the bidding logistics service providers. The overall purpose of Logivity Loadboard is to help transport buyers find logistics service providers who can carry out their shipments, while helping logistics service providers find shipment work. When using Logivity Loadboard, the following service specific terms and conditions apply:

- (i) When the Customer has chosen a logistics service provider, the Customer may need to enter into an agreement with the relevant logistics service provider specifying the terms and conditions for the awarded shipment. Logivity is not liable for the lawfulness or performance of such agreement, including but not limited to the execution of the awarded shipment or the reimbursement for the shipment; and
- (ii) The Customer will, as a transport buyer, in some cases and jurisdictions be liable for ensuring that the chosen logistics service providers (and if applicable their subcontractors) hold certain permits and licenses and perform the awarded shipments in accordance with applicable laws and regulations. The Customer shall, upon Logivity’s request, provide to Logivity any documentation necessary to verify the Customer’s compliance with this obligation.

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- 24.4 Logivity Invoice Matching.** Logivity Invoice Matching is an online tool that helps transport buyers validate invoices received from their logistic service providers by comparing invoiced charges for a shipment to agreed contractual prices and prebooked requirements for the relevant shipment. Logivity Invoice Matching also helps transport buyers and their logistic service providers by digitizing contractual agreements to support efficient ongoing management. The Customer acknowledges that while Logivity Invoice Matching is designed with great care, Logivity cannot guarantee that Logivity Invoice Matching will always be free from errors or interruptions. Because of this, Logivity encourages the Customer to use Logivity Invoice Matching as a supplementary aid rather than its sole method of invoice verification. Logivity is not liable for any financial or other damage or consequences arising from the Customer's sole reliance on Logivity Invoice Matching.
- 24.5 Logivity Visibility.** Logivity Visibility is a digital service that enables transport buyers to get a higher degree of operational visibility of their shipments. Logivity Visibility establishes a connection to the vehicles of the transport buyer's carriers and/or logistics service providers to facilitate collection of vehicle data which is harmonized and used to provide an automated process for shipment tracking and accurate calculations for arrival times of shipments.
- 24.6 Logivity Time Slot.** Logivity Time Slot is an online scheduling tool that enables transport buyers and their site operators to manage inbound and outbound flows by assigning time slots for loading and unloading activities at specific locations. Logivity Time Slot allows a transport buyer's site operators to define site-specific rules, such as capacity limits and dock availability, and makes these rules available to the transport buyer's designated transport partners (such as carriers and/or logistics service providers) through a shared digital interface. Logivity Time Slot supports better planning, reduced waiting times, and more efficient use of on-site resources. The Customer acknowledges that while Logivity Time Slot is designed with great care, Logivity cannot guarantee that Logivity Time Slot will always be free from errors or interruptions and Logivity therefore encourages the Customer to use Logivity Time Slot as a tool to support operational planning and site coordination, but not the sole control mechanism for access management or logistics execution at the site. Logivity is not liable for any operational, financial, or other consequences arising from the Customer's sole reliance on Logivity Time Slot.