

Bitlog Online Service and License Terms and Conditions – Trial Version

These terms and conditions govern the terms between Bitlog Nordic AB, 556815-4560 (hereinafter, the “Service Provider”) and the legal entity which through the Service Provider’s website has signed up for a free trial of the Bitlog Online Service and accepted these Terms and Conditions (hereinafter, the “Customer”).

The Service Provider and the Customer are collectively hereinafter referred to as the “Parties” and individually – as the “Party”.

WHEREAS, the Customer desires to evaluate the Bitlog Online Service for potential further use.

WHEREAS, the Service Provider hereby undertakes to deliver a limited version of the Bitlog Online Service in accordance with the Agreement.

NOW, THEREFORE, in consideration of above recitals and the mutual promises the Parties agree as follows:

1. SCOPE OF THE AGREEMENT

1.1. Applicable Terms

In addition to these Terms and Conditions, the Bitlog Online Service is governed by the following documents collectively referred to as the “Agreement”:

- Annex 1: Data Processing Agreement

If there are contradictory provisions in the contract documents, a provision in a document higher up on the list above shall prevail.

1.2. Purpose

The purpose of this Agreement is to define terms and conditions related to the rights granted for the use of the Bitlog Online Service, to define obligations of both parties, to determine clear responsibility and ownership lines and to ascertain intellectual property rights from the Effective Date onwards.

1.3. Definitions

Terms used in this Agreement are subject to definitions stated in the Section 13 “Definitions”.

2. SERVICES

2.1. Description of Service

The Bitlog Online Service consists of online service that enables warehouse and transportation management.

2.2. Grant of Use

Subject to the terms of this Agreement, the Service Provider grant to the Customer a perpetual, non-exclusive license to access and use of the Bitlog Online Service for internal business purposes and not for distribution. The Customer is responsible for the acts and omission of the Customer’s subsidiaries, affiliates, subcontractors, agents and consultants with respect to their use of the Bitlog Online Service and this Agreement, and all such acts or omissions shall be deemed acts or omissions on the Customer’s part.

The Service Provider may revise the Bitlog Online Service and applicable terms at any time and with immediate effect.

3. THIRD PARTY PRODUCTS

3.1. Third Party Products offered by the Service Provider

The Service Provider may make third party products available to the Customer as part of the Bitlog Online Service (hereinafter, the “Third Party Products”). The use of any Third Party Products will be governed by separate terms between the Customer and the third party providing Third Party Products. For the Customer’s convenience, the Service Provider may include charges for the Third Party Products as part of Customer’s invoice for the Bitlog Online Service. The Service Provider, however, assumes no responsibility or liability whatsoever for any of the Third-Party Products.

3.2. Customer’s Use of Third Party Products

The Customer is solely responsible for any Third Party Product that the Customer installs or uses with the Bitlog Online Service.

If the Customer installs or uses any Third Party Product with the Bitlog Online Services, then the Customer, not the Service Provider, directs and controls the installation and use of it with the Bitlog Online Service (for example, through the Customer’s use of application programming interfaces and other technical means that are part of the Bitlog Online Service). The Service Provider will not run or make any copies of such Third Party Products outside of the Service Provider’s relationship with the Customer.

The Service Provider assumes no responsibility or liability for infringement of third party rights by the Customer, and the Customer will indemnify and hold the Service Provider harmless from and against any claim brought by a third party against the Service Provider relating to the Customer’s breach of third party rights, even after the termination of this Agreement.

4. ORDERING AND CANCELLING SUBSCRIPTIONS

4.1. Ordering

The Bitlog Online Service is ordered by the Customer by signing up for trial version on the website and accepting these Terms and Conditions.

4.2. Trial Period

The Bitlog Online Service is provided for a maximum of thirty (30) days to the Customer and will expire automatically at the end of the 30 days period.

4.3. Termination of the Trial Period

The Customer and the Service Provider may terminate the trial version at any time.

5. PRICES & BILLING TERMS

5.1. Applicable Prices

The trial is provided by the Service Provider for free and can only be used once by the Customer.

6. USE OF SERVICES

6.1. Acceptable Use

The Customer may use the Bitlog Online Service only in accordance with this Agreement. The Customer may not reverse engineer, decrypt, extract, disassemble, decompile, disassemble, or work around technical limitations in the Bitlog Online Service, except to the extent that applicable law permits it despite these limitations copy, or permit anyone else to, except as required by applicable local law or to reproduce machine-

readable object code portions for backup purposes. The Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Bitlog Online Service.

The Customer shall not use the Bitlog Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Bitlog Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Bitlog Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

The Customer may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within Bitlog Online Service or Documentation. The Customer acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Bitlog Online Service was or is marketed and you may not make any use of the same for any reason.

Bitlog Online Service is not designed or intended for use in (i) on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; (ii) the design, construction, operation or maintenance of any nuclear facility; (iii) any mass transit, medical equipment (FDA Class 2 or 3, or equivalent), or weapons system; or (iv) in any other inherently dangerous applications in which the failure of the Bitlog Online Service could lead directly to death, personal injury or severe physical or environmental damage. The Customer warrant by accepting this Agreement that it will not use or redistribute the Bitlog Online Service for such purposes

The Customer undertakes to promptly notify the Service Provider upon becoming aware of any unauthorized use of the Bitlog Online Service or Documentation.

Violation of the terms in this section may result in suspension of the Bitlog Online Service as well as damages according to Section 9.

6.2. Users

The Customer may appoint two (2) Users and the Customer shall provide the Service Provider with information of the Users that should have access to the Bitlog Online Service.

6.3. Content of the Data

The Customer is solely responsible for the content of all the Data. The Customer will secure and maintain all rights in the Data necessary for the Service Provider to provide the Bitlog Online Service without violating the rights of any third party or otherwise obligating the Service Provider to the Customer or to any third party. The Service Provider does not and will not assume any obligations with respect to the Data or to Customer's use of the Bitlog Online Service other than as expressly set forth in this Agreement or as required by applicable law.

6.4. Responsibility for User Accounts

The Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with use of the Bitlog Online Service. The Customer shall promptly notify the Service Provider about any possible misuse of accounts or authentication credentials or any security incident related to the Bitlog Online Service.

7. DATA STORAGE, SECURITY & PRIVACY

7.1. Security

The Service Provider maintains appropriate technical and organizational measures, internal controls and data security routines intended to protect the Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

7.2. Personal Information

The Service Provider may collect, transfer to, store, or process the Personal Data of the Users in any country where Service Provider, its affiliates, or subcontractors have facilities used to provide or support the Bitlog Online Service. In addition to foregoing, the Customer agrees that the Service Provider may access and use contact information of the Users and share such information with its suppliers for the sole purpose of providing the Bitlog Online Service (for example, for informing Users about Emergency Maintenance).

The Customer acknowledges, that the Service Provider is a data-processor (or sub-processor) acting on the Customer's behalf, and the Customer appoints the Service Provider to do these actions with the Data in order to provide the Bitlog Online Service to the Customer according to Annex 2 Data Processing Agreement.

7.3. Ownership of Contact Information

The Service Provider will not use Customer's contact information for any other purpose than to provision services under this Agreement.

7.4. Data Storage

The Service Provider warrants that the Data is stored on Microsoft Azure datacenters within the EU.

7.5. Loss of Data

The Customer accepts sole liability for any loss or damage as a result of unwarranted manipulation or deletion of the Data, including, but not limited to, unwarranted deletion or removal of any User Accounts, if it was caused by the Customer. The burden of proof of deletion of the Data lies with the Customer.

7.6. Statistical Information

The Service Provider may collect and use information related to the performance of the Bitlog Online Service, including Confidential Information, as aggregated data, provided that "aggregated data" means statistical information that is not identifiable to any person or legal entity. The Service Provider may use aggregated data to provide and improve the services, including, without limitations, to conduct research and analysis, to provide the analysis results on the aggregated data to third parties and to market Service Provider's services.

7.7. Data Access by Subcontractors

The Service Provider may hire other companies to provide services on its behalf in relation to the Bitlog Online Service. Any such subcontractors will be permitted to obtain the Data only to deliver the services the Service Provider has hired them to provide, and they are prohibited from using the Data for any other purpose.

8. MARKETING, SALES & BRANDING

8.1. Service Provider Trademarks

Neither the company name of the Service Provider nor its trademarks shall be used to identify the Customer and shall not be incorporated into any trading name, logo or trademark of the Customer.

8.2. The Customer's Trade Name and Trademarks

The Customer grants the Service Provider a non-exclusive right to use the Customer's trade name and logo on official reference lists.

9. LIABILITY

The Service Provider accepts shall not be liable for any damages, neither direct or indirect, caused to the Customer under this Agreement.

The Customer is liable for any and all damages, direct as well as indirect, caused to the Service Provider under this Agreement.

10. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

10.1. Third Party's Rights

The Customer is responsible for obtaining the necessary licenses not leased through the Service Provider, and represents and warrants that there are no violations of third party rights. The Service Provider assumes no responsibility or liability for infringement of third party rights, and the Customer will indemnify and hold the Service Provider harmless from and against any claim brought by a third party against the Service Provider relating to the Customer's breach of third party rights, even after the termination of the Agreement.

10.2. IP Rights

The Bitlog Online Service is protected by copyright laws, trademark laws, and other laws regarding trade secrets and intellectual property rights. The Service Provider, its licensors and suppliers retain all copyrights and other intellectual property rights in and to the Bitlog Online Service, including supporting documentation, and all copies, parts and translations hereof.

All rights not expressly granted under this Agreement are reserved by the Service Provider.

11. WARRANTIES

The Service Provider provides no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose, these disclaimers will apply except to the extent applicable law does not permit them.

12. MISCELLANEOUS

12.1. Involvement of Subcontractors

The Service Provider may engage subcontractors to provide Bitlog Online Service at its own discretion, provided that the Service Provider remains responsible for its subcontractors' compliance with the obligations set forth in this Agreement.

12.2. Assignment

This Agreement shall not be assigned or otherwise transferred by the Customer without the prior written consent of the Service Provider.

12.3. Force Majeure

The Service Provider shall not be liable for events that constitute force majeure, including, but not limited to, war, riots, insurrection, general strike, epidemic, fire, natural disasters, embargoes, failure of telecommunications, or internet, serious computer virus and force majeure affecting suppliers that are not caused by obligated party.

12.4. Validity

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in full force and effect.

12.5. Independent Parties

This Agreement does not create any agency, partnership, joint venture, employment, or other form of association which could impose the liability of one party upon the other.

12.6. Entire Agreement

This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.

12.7. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

12.8. Laws and Jurisdiction

The Agreement shall be governed by the substantive laws of Sweden.

The parties shall endeavour to solve all disputes or disagreements through negotiations between the managing directors of the parties. If the dispute or disagreement cannot be resolved through negotiations, the dispute or disagreement shall be referred to mediation.

If the parties have not been able to agree on the appointment of a mediator within fourteen (14) days after either party has requested mediation, the parties agree that the mediator shall be appointed by the "Stockholm Chamber of Commerce", the Stockholm Chamber of Commerce (www.sccinstitute.com), after request for initiation of mediation was filed by either party and mediation shall be performed in accordance with the Rules of Procedure of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time when such proceedings are commenced. Mediation shall take place in Stockholm, Sweden. The costs of the mediator shall be shared equally between the parties. Mediation shall not affect the right of a party to initiate arbitration proceedings in accordance with the provisions below or to take any other legal steps stated herein.

If the mediation proceedings are terminated without a settlement, the dispute shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall consist of one (1) arbitrator. The seat of arbitration shall be in Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

13. DEFINITIONS

The following terms apply to this Agreement:

"Bitlog Online Service" – online service that provides functionality within warehouse statistics and transportation management. The Bitlog Online Service provided under this Agreement is a limited version of the services provided by the Service Provider.

"Data" – data, which belongs to the Customer, including, but not limited to, all text or any other information files that are transmitted, processed or stored through the use of the Bitlog Online Service by the Customer.

"Documentation" - product user guides, installation guides, manuals and release notes.

"Effective Date" – the date for the Agreement to come into effect.

"Microsoft Azure" – means a cloud platform provided by Microsoft.

"User"- representative of the Customer that has a User Account to use the Bitlog Online Service.

"User Account" - allows Users to authenticate themselves and be granted authorization to access the Bitlog Online Service in accordance with their access rights.

14. ANNEXES

Annex 1: Data Processing Agreement