



GENERAL TERMS AND CONDITIONS FOR SOFTWARE-AS-A-SERVICE

February 2021 Version 1.0

GENERAL

These General Terms and Conditions forms part of an agreement ("**the Agreement**") between **nShift Group AS, Norwegian corp. ID no. 979306725**, and you as a legally competent individual or corporate entity ("**the Customer**") for the provision of the defined nShift online software service provided as a SaaS-service, including software, online support functions and/or instructions provided by nShift ("**the Service**").

- 1.1 These General Terms and Conditions, or GTC, shall apply unless otherwise agreed in writing between the Parties.
- 1.2 The Agreement shall consist of a Subscription Agreement for Service, subject to these General Terms and Conditions and its Appendices as defined in each separate Subscription Agreement;
 - Appendix 1 (Service Level Agreement for Service)
 - Appendix 2 (Payment terms)
 - Appendix 3 (Data Processing Agreement)
- 1.3 In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement and its other Appendices for matter relating to privacy under GDPR. In the event of any conflict, discrepancy, error or omission these General Terms and Conditions shall take precedence over the Appendices and the Subscription Agreement. In the event of any conflict, discrepancy, error or omission between the Subscription Agreement, Appendix 1 and Appendix 2, the Subscription Agreement shall take precedence over the latter two appendices.
- 1.4 By electronically accepting or signing in writing the Subscription Agreement, or by other means taking the Service into use, the Customer acknowledges to be bound in full by the terms and conditions of this Agreement, including all conditions for the use of the Service. It is the obligation of the Customer to make any users of the Service under the control of the Customer aware of all and any nShift rights and obligations for the use of this Service as defined in this Agreement, hereunder such users are considered bound by the Agreement and Customer shall be responsible for all any use of such user when in breach of the terms of this Agreement. The GTC shall apply in full unless expressly agreed otherwise in writing and signed by specifically authorized both Parties in Schedule 3 (Specific exceptions).

2 DURATION

- 2.1 These General Terms and Conditions will apply from the earliest of
 - (a) nShift's acceptance of the Customer's initial use of the Service, or
 - (b) the Customer's ordering of the Service via a form indicated by nShift, or
 - (c) nShift and the Customer entering into a separate agreement document regarding the Service.
- 2.2 The Term of the Agreement shall be defined in the Subscription Agreement. The Customer and nShift have a mutual right to cancel the Agreement at a month's notice, unless otherwise agreed in writing, but in no event shorter than one month. Cancellation shall be in writing. Any written cancellation by the Customer must be received by nShift at least one month before the start of the subsequent chargeable

period. If the cancellation is received by nShift later than that date, nShift will be entitled to charge the Customer for a further period.

2.3 Provisions governing premature termination are contained in Section 15 below.

3 SUBSCRIPTION

3.1 Subject to the Agreement, including (i) the scope and price of the Service as defined in the Subscription Agreement, and (ii) these General Terms and Conditions, nShift offers to the Customer a non-exclusive, non-transferable right to access and use the Service world-wide within the scope of the Customer's normal internal business operations ("Subscription"), thereby granting the Customer such right to access and use the Service.

3.2 The Customer's company group partners, cooperative partners, consultants, suppliers, vendors and other contractors (jointly "Customer Affiliates") can be given temporary access to the Service to carry out integration work by prior written permission of nShift. Unless otherwise agreed in writing, Customer Affiliates may not utilise the Subscription permanently or as part of their daily operations. The Customer shall remain responsible to nShift for all activities of Customer Affiliates to the same extent as if such activities had been undertaken by the Customer itself.

3.3 If the Subscription is limited to a certain number of users, the Customer shall ensure that each user states his/her personal log-in details when accessing the Service. No more than one user may use the same log-in details.

3.4 The Customer may not resell services or information, wholly or partly generated by use of the Service, to any unauthorised third party or give such third party access to the Service for similar purposes, without nShift's prior written consent.

4 SERVICE

4.1 The Service is offered by nShift to the Customer as a Software-as-a-Service ("SaaS-services") subject to the Subscription terms defined in Clause 3 and under this Agreement provided Customer's payment of Fees as set out in the Subscription Agreement. To the extent agreed between the Parties in the Subscription Agreement, the Service may also include software and hardware installed in premises at the Customer's defined location. On-site assistance and other consulting services may be contracted as separate services subject to a separate agreement.

4.2 SaaS-services and other software will be available to the Customer within a reasonable amount of time once nShift has approved the Customer's ordering of the Service and acceptance of the Agreement. The SaaS-service is subject to continuous changes, development and updates, whereas the Service's functionality and infrastructure will evolve and change, including introduction or de-commissioning of new functionality, third-party software or data, from time to time at the sole discretion of nShift. Customer sole remedy from such changes is limited to the termination of the Service. Proportional part of pre-paid fees may only be returned to Customer subject to substantive lack of functionality in the Service that nShift has failed to resolve subject to a 60 days notice period.

4.3 Physical products shall be delivered to the Customer's most recently indicated address subject to term of the Subscription Agreement. The delivery is considered to have been made once the product has been

received by any staff of the Customer, upon which the risks associated with the product are transferred. Unless otherwise agreed, the Customer is responsible for the installation of product.

4.4 Unless otherwise agreed and defined in the Subscription Agreement or Appendix 1, nShift is entitled, but not obliged, to install regular upgrades during the term of the Agreement and without notice thereof to the Customer to software or hardware installed on Customer's premises. It is the responsibility of the Customer to ensure that the locally installed component is upgraded subject to notification by nShift that such upgrades have been made available for download. The Customer is responsible for the installation of any local upgrades.

5 SUPPORT

5.1 nShift offers support ("**Service Support**") to the Customer aimed at solving problems experienced by the Customer relating to the use or the functionality of the Service as delivered online. Service Support will not cover issues regarding any hardware, software or other Customer infrastructure system that the Service interacts with, such as a computer, operative system, drivers or any other business systems installed by the Customer or any other services, including internet access and Wi-Fi under the control of the Customer or any of its other service providers or third parties. Service Support will not be available to Customer Affiliates unless otherwise agreed in writing.

5.2 General Service Support as defined in Appendix 1 (Service Level Agreement) governs the Customer's right to receive Service Support for the Service as defined in Subscription Agreement.

5.3 Customer is responsible for upgrading the software and hardware installed on Customer's premises. Provided the Customer has not upgraded the software and hardware within 12 months after the receipt of notification from nShift that such upgrade has been made available to Customer, nShift reserves the right to reduce or remove the service commitment subject to Service Support in Appendix 1. The same applies for critical issues notified to Customer that require Customer to upgrade within a reasonable timeframe.

6 DATA

6.1 The transaction history generated by the Customer using the Service is stored by nShift. Each transaction data produced by the Customer, referred to as Shipment Data, is stored for a minimum of six months. The Customer is entitled, where applicable and at market price, to view Shipment Data for use within the Customer's normal business activities during the Agreement period. The Customer may not transfer Shipment Data to any unauthorised third party or in any other way give such third-party access to or Shipment Data without nShift's prior written consent. If the Shipment data contains information that pertains to an identified or identifiable person, nShift reserves the right to change, block or erase such personal data.

6.2 If the Customer fails to make payment according to Appendix 2 or is in breach of this Agreement, nShift reserves the right to suspend without notification Customer's access to the Shipment Data until all outstanding amounts have been paid. Customer shall have an obligation to remedy all breaches under this Agreement within 30 calendar days written notice, upon which nShift shall have the right to delete Customer's Shipment Data.

- 6.3 The Customer shall be the owner of all rights in all Shipment Data, excluding any nShift Data as defined below, processed by the nShift. nShift is granted a world-wide, royalty free and unlimited right to use such Shipment Data to the extent this is necessary to deliver the Service as defined in in the Subscription Agreement. By using the Service, information connected with a shipment will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender, or receiver) and other parties as necessary to carry out the service (for example, customs, authorities, or insurance companies), subject to Clause 13 below. nShift shall make its commercially reasonable best endeavours to kept confidential and be subject to appropriate technical and organizational measures as set out in Clause 8.
- 6.4 Furthermore, nShift shall have a world-wide, royalty free and unlimited right to use anonymized Shipment Data for developing statistics relating to the services offered through the Service for further development of the Service and for any other purpose. The data base rights in nShift's data bases containing anonymized data from the Customer together with anonymized data from other customers, shall remain with nShift. Shipment data will be anonymized during the process of including the data in a database. nShift shall ensure that any Shipment Data is anonymized in such a way that it is not possible to identify any individual persons, including information about the receiver and shipper.
- 6.5 nShift will add specific data ("**nShift Data**") to transport information provided by the Customer in connection with the Service. nShift Data may, *inter alia*, include the following information:
- routing information
 - transport service specific information
 - information about carriers' pickup points or terminals
 - unique package, tracking number, parcel number and/or shipment identifiers
 - shipment status information

nShift Data is developed or otherwise acquired by nShift at substantial investment costs and nShift reserves any and all rights thereto. The Customer may only use nShift Data in connection with the Service within the scope of Customer's normal business activities and may not sell, make available, provide access to or otherwise transfer all or any part of nShift Data, whether in combination with information originally provided by the Customer or not, to unauthorised third parties or in any other way give such third parties access to any part of nShift Data without nShift's prior written consent.

7 CONTROL SYSTEMS AND INFORMATION SECURITY

- 7.1 nShift is responsible for establishing appropriate security and control systems necessary to prevent unauthorised or otherwise erroneous processes or transactions. Beyond that nShift shall not be held for any unauthorised or otherwise erroneous process or transaction made using the Service. The Customer shall indemnify nShift for any third-party claims in connection with erroneous or unauthorised processes or transactions with regard to the Service.
- 7.2 In all contacts with nShift with reference to the Agreement the Customer shall be prepared on request to state customer number and provide accurate information about its computer system and its underlying

structure, any interruption of service the Customer may be experiencing and the impact this may have on the Customer's business in general.

- 7.3 The customer number may only be used by the Customer. The Customer is responsible for ensuring that any login information is securely stored to prevent unauthorised access. The Customer shall immediately notify nShift if the login information is lost, disclosed, or becomes known to a third party, or if the Customer otherwise suspects that it is being misused.
- 7.4 If the Service shall be used to process information from systems belonging to the Customer, or others on the Customer's side, the Customer shall ensure, that information shall be made available in a format as specified by nShift. Details of the current format are available at <https://nshift.com/terms-and-conditions> or pages that may later supplement or replace this. If the format is not as specified by nShift then the function of the Service cannot be guaranteed. It is up to the Customer to adapt its computer system and internet connections to suit file specifications that have been changed due to changes made by carriers. nShift undertakes, to a reasonable extent and at market price, to assist the Customer with any such adaptation.

8 THE CUSTOMER'S TECHNICAL EQUIPMENT AND INFRASTRUCTURE

- 8.1 The Agreement is subject to the Customer having appropriate technical equipment and internet connection in order to use the Service normally at all times. This is also applicable when the Service has undergone changes in functionality due to Upgrades, modified security procedures and other developments.
- 8.2 At the time of delivery, installation, or further development of the Service that nShift has been commissioned to carry out on behalf of the Customer, it is the responsibility of the Customer to ensure that nShift has access to premises, hardware and software, information and anything else necessary for the completion of the task.
- 8.3 The Customer shall ensure that its technical equipment does not, alone or together with other systems, generate or permit the excess use of the Service to an extent that significantly limits the Service's functionality. In the event of any such excess use, nShift reserves the right to deny the Customer access to the Service, including internet connection to nShift's servers, with immediate effect.
- 8.4 The Customer is obligated at all times to follow rules for data security that nShift may periodically issue. nShift is entitled to visit the Customer in order to verify that the prescribed security regulations are followed and that the necessary security measures are taken.

9 EDI COMMUNICATION

- 9.1 The Service may contain functions for managing Electronic Data Interchange (EDI) communication. nShift shall have the right, at its own discretion, to increase or withdraw, partly or fully, support for EDI communication to specific carriers if changes to requirements from carriers or others make this necessary.
- 9.2 In order to send EDI, the Customer must meet applicable requirements for EDI communication channels, often an Internet connection. Moreover, the Customer must, where applicable, have signed a contract for EDI communication with the carrier in question. nShift accepts no responsibility if the Service cannot be used due to errors in the Customer's EDI communication and labelling system.

9.3 The Customer shall bear any costs from parties other than nShift that are attributable to the Customer's EDI communication, API calls or similar.

10 SUBSCRIPTION FEE

10.1 The Customer shall pay nShift a fee (hereafter "Subscription Fee") for the use of the Service as defined in the Subscription Agreement, and subject to the payment terms in Appendix 2.

10.2 nShift is not liable to repay any fees to the Customer upon the termination of this Agreement. This also applies to any unutilised part of the Subscription Fee.

10.3 Unless expressly agreed between the parties the Subscription Fee shall be:

(i) in accordance with nShift's from time to time applicable price list, and nShift shall have the right (a) to increase the Subscription Fees annually with 30 days prior notice, and (b) at any time if subject to changes in public fees, taxes or charges. If, within 14 days of such information being issued, the Customer informs nShift in writing of its disapproval of the adjustment, the Agreement shall be cancelled with effect from the date one month after the date on which the Customer's written disapproval were received by nShift. The previous fee(s) shall continue to apply during the notice period.

(ii) invoiced in advance. Consumption fees or similar expenses will be invoiced in arrears.

(iii) exclusive of VAT and other general taxes or fees and in the currency set forth in the applicable price list.

(iv) paid by Customer within 20 days of the invoice date. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate equivalent to the reference rate applied by the European Union (https://ec.europa.eu/growth/smes/sme-strategy/late-payment_en) at any one time, plus eight per cent.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Except as explicitly provided for in the Agreement no transfer or grant to the Customer of any right or license, other than may be required to carry out the Agreement, is intended. All intellectual property rights, including but not limited to patents, copyrights and know-how remain the sole property of nShift.

11.2 nShift shall be the sole owner of any and all right, title and interest in, to and associated with all materials and results, which are developed by, are a result of, or otherwise accrue through or are associated with the performance of the Service, including any patent, copyright or other intellectual property rights, know-how, trade secrets, inventions, data and other information, without any obligation for nShift to remunerate the Customer therefore. At the same time, nShift reserves the right freely to modify, develop, licence and transfer developments without compensation to or the approval of the Customer. Unless otherwise agreed in writing on a case-by-case basis, nShift shall also be the sole owner of new functionality developed by nShift in the Service which has been suggested, proposed or in other ways communicated by the Customer or any of the Customer's employees, including developments paid completely or partly by the Customer.

- 11.3 Any information about copyright or any other text about the right of ownership to the Service must not be amended or removed and shall be made clearly visible in the event of any duplication of the Service. The same applies to any corresponding text on any hardware, software or documentation provided by nShift.
- 12 PROCESSING OF CUSTOMER INFORMATION AND PERSONAL DATA
- 12.1 nShift and other companies in the nShift group, cooperative partners and contractors to nShift ("nShift Affiliates") reserve the right to use information that the Customer submits in connection with the use of the Service. The information may be used for the operation, maintenance and development of the Service, as well as for the administration of customer contacts, Service Support and information about nShift's other services, market and customer analyses, business and method development, as for statistical purposes.
- 12.2 By using the Service or complementary, supporting or compensatory functions to the Service, information connected with a transaction will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender or receiver) and other interested parties as necessary to carry out the Customer's assignment (for example, customs, authorities, insurance companies or credit providers).
- 12.3 nShift and nShift Affiliates reserve the right to use personal data that the Customer submits in connection with the use of the Service and which is necessary for nShift to process in order for nShift to be able to fulfil the Agreement, fulfil its legal obligations, or which is in the legitimate interests of the Customer or nShift in being able to provide or make use of the Service on reasonable commercial terms and conditions. The personal data may be used to the same extent as other Customer information. However, the personal data will always be handled in accordance with the applicable legislation, good practice and with respect to personal privacy. nShift's processing of personal data on behalf of the Customer is set forth in Appendix 3 (Data Processing Agreement). In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement.
- 12.4 Further information about nShift's processing of personal data is available in nShift's Integrity Policy, available on nShift's website <https://nshift.com/terms-and-conditions> or on websites or pages that may later supplement or replace this.
- 13 LIMITATION OF LIABILITY
- 13.1 Either Party is discharged from its obligations under the Agreement and from any liability to pay damages if that Party's obligations cannot at all be fulfilled, or fulfilled only at an unreasonably high cost, due to war or riot, work stoppages, strike, lockout, blockade, fire, explosion, law or decision of the public authorities, serious disturbance in the telecommunication or data communication or any other such circumstance over which the Party has no control nor could have foreseen. This also applies if a subcontractor engaged by nShift or other party with whom nShift cooperates is prevented from providing the Service due to such circumstances as these.
- 13.2 nShift shall not be held liable for any damage due to
- (a) faults or deficiencies in the Customer's information to nShift at the initial set up of the Service for the Customer;

- (b) errors in connection with the printout of waybills or other similar documents or the transfer of EDI or other data transmitted logistic transport information;
- (c) the Customer's and/or a third party's processing of information received in connection with the Service or the Customer's and/or third party's processing of the Customer's own number series;
- (d) computer virus or malware, DDOS attacks or other similar contamination or interference;
- (e) errors in connection with the transfer of information from or to the Customer or other computer or telecommunications errors;
- (f) errors, service denial or any other interruptions in the Service which is due to a third-party service, such as but no limited to errors, mistakes, interruptions, or other denial of global platform services.

- 13.3 nShift cannot warrant that the Service is entirely free from minor software errors, so-called bugs. Such absolute freedom from software errors cannot be achieved within the software industry.
- 13.4 nShift shall not be held liable for any damage due to interruptions in the Service. nShift reserves the right to make planned interruptions in the Service for repairs, upgrades or other improvements. If possible, the Customer will be notified of such interruptions in a reasonable amount of time via www.nshift.com or in the relevant online service, and the interruptions will be done within the indicated service window..
- 13.5 nShift shall not be held liable for any damage due to any violation of copyright or other intellectual property right if the Customer uses the Service on another market than that on which it is offered or in a manner that is not intended.
- 13.6 nShift shall not be held liable for any damage due to any damage caused by or attributable to any product or service provided to the Customer free of charge.
- 13.7 An agreement on transport is entered into between the Customer and a carrier directly. nShift is not party to such agreement and shall not be held liable for a carrier's performance of the agreed transport service. nShift cannot warrant that all services with carriers are being supported in the Service at all times.
- 13.8 Where one of the parties under the rules of the General Data Protection Regulation has paid compensation to a data subject, the party shall be entitled to claim back from the other party that part of the compensation corresponding to the other party's part of the responsibility for the damage. nShift shall however be liable towards the Customer for damages caused by personal data processing only where nShift has not complied with obligations of the General Data Protection Regulation specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Customer. A party shall be exempt from liability towards the other party if it proves that it is not in any way responsible for the event giving rise to the damage. For other types of damages, each party shall be liable towards the other party for direct, documented loss caused by the other party's breach of its obligations under the Agreement. No party shall be liable towards the other party for any indirect or consequential losses, including but not limited to loss of production, loss of profits, loss of data or loss of business. No party shall be responsible for any losses exceeding the amounts paid by Customer (exclusive of any VAT) under this Agreement for the 12 months preceding the month in which the breach forming the basis for the claim occurred.

13.9 A Party entitled to and seeking indemnification pursuant to the terms of the Agreement (the Indemnified Party) shall promptly, and no later than one month after the Indemnified Party has become, or ought to have become, aware of the circumstance on which the claim is based, give written notice to the other Party (the Indemnifying Party) of any claim for indemnification. If no claim is presented within the time limit, the Indemnified Party forfeits its right to compensation from the Indemnifying Party.

13.10 Any accrued compensation in accordance with this Clause 13 will be deducted from any damages if the damage relates to the same incident.

14.11 Without limiting the foregoing, nShift shall not be responsible for the following losses under the Agreement:

- Additional charges from carrier/freight service suppliers against Customer because of errors in the Service. Errors meaning input data and configuration that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.
- The difference between the freight costs estimated by the Service and the actual freight costs charged by the freight service suppliers. Freight costs estimated by the Service Hub are based on input data provided by the Customer that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.
- Any additional costs related to manual work required because of errors or unavailability of the Service. Errors meaning amendments to the Carrier Integration enforced by the Carrier, which was previously a signed off Carrier Integration, by the Customer and/or the Carrier.

14 CONFIDENTIALITY

14.1 The Parties undertakes, without limitation in time, not to personally or through another party disclose confidential information originating from or pertaining to the other Party. Confidential information pertains to all information, be it commercial, administrative, technical or any other kind, regardless of whether the information is documented or not, that the other Party keeps secret and whose disclosure can typically cause that Party considerable damage.

14.2 Information excepted from a Party's obligation to maintain confidentiality is such that

- (a) is generally known or becomes generally known by some means other than a Party's breach of the Agreement;
- (b) a Party can demonstrate it already had in its possession before it received the information from the other Party;
- (c) a Party can demonstrate it received or will received from a third party without being bound by a confidentiality other in relation to said third party;
- (d) a Party received with a prior written approval from the other Party to submit to a third party;
- (e) is submitted in accordance with a decree from an official agency or court;
- (f) is submitted during the course of a mediation or arbitration;

- (g) is submitted to a Party's financial and/or legal advisor on the condition that these advisors are obliged to observe the same level of confidentiality as the Party.

In those cases stated under c) above, the Party is not entitled to disclose to any third party that the same information has also been received from the other Party in connection with the fulfilment of the Agreement.

- 14.3 Both Parties are obliged to ensure their employees, board members, consultants and other contractors do not disclose confidential information to unauthorised persons. It is thereby incumbent upon each Party to ensure that those persons who may be assumed to come into contact with confidential information observe confidentiality to the same extent that the Party is obliged according to this Section 14.

15 TERMINATION AND SUSPENSION

- 15.1 Each Party shall have the right to cancel the Agreement with immediate effect if:

- (h) the other Party has neglected to fulfil their obligations in accordance with the Agreement and the breach of agreement is material and that Party does not undertake rectifying measures within thirty calendar days of receiving written reminder of such breach from the first Party stating the nature of the breach; or
- (i) there is good reason to believe that the other Party will discontinue its payments, embark on corporate restructuring or composition negotiations, be subject to an external bankruptcy application or file for bankruptcy, or enter liquidation or otherwise be deemed to have such difficulties in payment that there is good reason to fear that the Party's undertakings under the Agreement will not be rightly performed; or
- (j) the other Party has been declared or can be expected to be declared by national, EU or foreign authorities to have violated such authority's export-control regulations or will not be qualified to acquire, possess or make use of services or products (including technology) that are subject to export-control regulations; or

representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement.

16 WARRANTY

- 16.1 nShift warrants that the Service provided will perform substantially in accordance with the functions described in the documentation of the Service, accessible at www.nShift.com, under normal use and circumstances.
- 16.2 If the Service fails to comply substantially with its written specifications, nShift will make its financially reasonable endeavors to fix the Service, or at nShift's option, refund the fees paid by Customer for the remaining parts of the term. The foregoing shall be Customer's sole remedy and nShift's sole responsibility for any breach of warranty hereunder. nShift does not make any representations, warranties or guaranties as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or its data or other content to the maximum extent permitted by applicable law.

17 AMENDMENTS AND SUPPLEMENTS

17.1 nShift reserves the right to modify these General Terms and Conditions during the Agreement period. nShift shall inform the Customer of any such amendment within thirty days of it coming into force. If, within 14 days of such information being issued, the Customer informs nShift in writing of their disapproval of the amendment, the Agreement shall be cancelled with effect from one month from the written disapproval coming into the possession of nShift. The previous wording of these General Terms and Conditions shall continue to apply during the notice period. Should the Customer not provide nShift with a written notification of its disapproval of the amendments within the time limit, the Customer shall be considered to have accepted the changes.

17.2 Any amendments or supplements to the Agreement shall be made in writing and duly signed by the Parties in order to be binding.

18 TRANSFER

18.1 nShift reserves the right, without the consent of the Customer, to transfer its rights and obligations under this Agreement to another company within the company group to which nShift belongs.

18.2 The Customer may only transfer, grant sub-licences to, hire out, lend or in any other way permit any party other than the Customer, directly or indirectly, to use or otherwise have access to the Service if nShift has given prior written consent in this respect. If such consent has been given, it is a condition of the transfer that

- (a) the new Customer undertakes to be bound by the Agreement (including these General Terms and Conditions), and
- (b) the transfer at no time is in breach of national, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

19 NOTIFICATIONS

19.1 Notifications sent to a Party's most recently notified postal address or e-mail address shall be considered to have been delivered correctly. If a specific contact person has been indicated, the notification to this person shall always be considered to have been conveyed correctly if the correct postal address or e-mail address has been used.

19.2 Notifications from nShift to the Customer shall be considered to have been received by the Customer at the latest three working days after the date they were sent, if they were sent to the Customer's most recently notified postal address.

19.3 Notifications to the Customer from nShift sent by e-mail shall be considered to have reached the Customer at the latest by midnight on the day after the day the notification was sent, provided that nShift has not received any message indicating a failure in the transfer of the notification.

19.4 In addition to that which is stated in this Section 19, general notifications from nShift to the Customer, which concern all or most of nShift's customers, such as address changes, adjustments in subscription fees or alterations to these General Terms and Conditions, shall be deemed transmitted to the Customer when made available at www.nshift.com or other pages that may later supplement or replace them.

- 19.5 It is the responsibility of the Party changing its postal address or e-mail address to immediately notify the other Party thereof in writing. This also applies to the details of contact persons at the Customer's premises when such change. The Customer shall notify nShift when a contact person at the Customer's premises no longer is authorised to receive notifications. Should either Party fail in this respect that Party shall always be responsible for any damage that may arise due to notifications not reaching it.
- 20 DISPUTES
- 20.1 Disputes that arise in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be finally settled through arbitration administered by Oslo Chamber of Commerce Arbitration Institute (Institutt for Voldgift og Alternativ Tvisteløsning). The rules of simplified arbitration procedure (forenklet voldgift) adopted by the Institute and in force at the time when such proceedings are commenced shall be applied unless the Institute, taking into account the difficulty of the case, the value of the object in dispute and the circumstances in general, decides to apply the Institute's Rules of Arbitration Procedure (Regler for voldgift) in force at the time. In the latter case, the Institute shall also appoint an arbitration tribunal consisting of one or three arbitrators. The venue of arbitration shall be Oslo, Norway. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Norway



GENERAL TERMS AND CONDITIONS FOR POLICY / PROCEDURE

February 2021 Version 1.0

1 About this guide

This document outlines the scope and limitations of support provided by the nShift Customer Support team in relation to nShift's software products and maintenance services. These support terms are valid as of the 1st of December, 2021 and the latest version is available on nShift's website at this location: <https://nshift.com/support>.

2 Terms of Support

During the term of your active support agreement, nShift will provide the following services based on commercially reasonable endeavours:

- Expert guidance on technical aspects of nShift solutions.
- Troubleshooting of incidents related to system performance and function in customer test and production environment and nShift Cloud environments.
- Problem triage, communication and closure related to issues raised by customers that are accepted as defects by nShift's product organisation.
- Troubleshooting connectivity with 3rd party carrier systems to the best of our ability
- Communication and update on issues within the standard support process, but not related to product enhancements.
- Telephone support access as needed to help resolve issues in the most efficient manner.

Where needed specific appointments will be made to engage in online web conferencing sessions using [Zoom](#) or [Microsoft Teams](#).

2.1.1 Working with Support

There are different types of support cases and classifications of priorities along with multiple ways to contact support, we suggest that you consider the information below to make sure you get the appropriate response based on the impact of your request:

2.1.2 Classification and Priority levels

nShift defines incident priority based on the severity of the issues that are encountered. If you feel your incident is not classified in the correct manner we would encourage you to get in touch with us via the local support line number which you can access [here](#).

Classification:

The classification that will be assigned to the case is based on the following definitions:

Incident	An unplanned interruption to your nShift solution or a reduction in the quality of its services or uptime.
Service Request	A request from a user for information, advice, a standard change or access your existing nShift solution.
Request for Change	The addition, modification, or removal of anything that could influence your nShift solutions and which may also involve a change to the code.

Priority:

- Priority 1** With no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations (e.g. label print, business critical API's, business critical web services, and business critical data exports).
- Priority 2** With no workaround, where major functionality is severely affected or restricted, but not causing immediate work stoppage, and operation can continue in a restricted fashion.
- Priority 3** Where there is a moderate loss or degradation of services, but work can reasonably continue in an impaired manner.
- Priority 4** Where there is a minor loss or degradation of services, but work can reasonably continue in an impaired manner.

2.1.3 Support Case Logging

We would recommend at first visiting our help centre. The help centre contains our central database of solutions and articles to common problems and is available to you 24 x 7. You can find our support portal via the following link: <https://nshift.com/support>. Should you not find the solution you need we would recommend you create an incident via our dedicated incident form, which you can access via this link: <https://helpcenter.nshift.com/hc/en-us/requests/new>.

The case form is the best way to submit incidents to us as the initial information you provide in the form will help us answer your question more quickly and effectively.

We would always recommend submitting a Priority one ticket by either creating the ticket via the incident form and calling us directly on the relevant support numbers so that you can quickly access a qualified support engineer. In regards to ongoing incident progression there are various ways to continue the dialogue including:

- Telephone, Email and support portal tracking for day-to-day communications
- Escalation support via telephone & Email as needed
- Remote technical support sessions as agreed

Priority 1 and 2 incidents will be reviewed in daily stand-up calls within the support teams and during this process incidents are escalated or de-prioritised based on current status and actions. It is important to maintain the communication cadence to ensure the incident is not de-prioritized. Communication must be bi-directional and timely to ensure that the ticket priority and status is maintained. If an incident is not responded to pending 3 reminders after the last update, then the ticket may be closed.

When a priority 1 incident has been confirmed, nShift support will treat a priority 1 incident above all other lower priority rated incidents until an immediate solution or workaround is identified to resolve the issue or to reduce the urgency and impact (priority). If no immediate solution or workaround is identified, then the Priority 1 incident will be escalated to our advanced support groups for best available ownership.

2.2 Scope of Support

The scope of support outlines what is included and excluded within the standard service provided by nShift support and are provided to those customers with a valid support & maintenance contract.

Additional services can be provided usually based on a clear scope and cost evaluation.

2.2.1 Included within the Scope of Support

Providing guidance and explanations of standard product functionality including:

- Standard product capabilities
- Configuration settings and effects for Cloud or on-Premise products.
- Best practices for product usage
- Configuration questions related to 3rd party printers and configuration
- Updates to carrier configurations that require configuration based on changes instigated by the carriers.
- Providing access to documentation, community information, Knowledge-base and known-fault information materials
- General questions & documentation for Product APIs
- Diagnosing/troubleshooting warnings, errors and exceptions
- Checking product configurations
- Performing case root cause analysis and Identifying causes related to product issues or customization

Supporting Product Defects and enhancement requests, including

- Diagnosing and reporting issues that are identified and validated by support
- Suggest workarounds for product defects where possible
- Providing guidance on how to access new releases, patches and internal builds
- Providing information and guidance as to how to log new enhancement requests

Product, Compatibility & Version Information such as:

- Providing clarification of platform compatibility
- Provide insights and clarification on specifications and pre-requisites

System performance and scalability, including:

- Reporting of performance & functionality issues ('bugs').
- Providing general guidance on performance improvements and best practices, specific system tuning is not supported.

2.2.2 Excluded from the Scope of Support

The following areas are not covered by a Support & Maintenance contract:

- Routine product maintenance within the affected environment, which includes but is not limited to data backups, disk space maintenance and cleaning, configuration log cleansing, customer network or gateway configuration
- Troubleshooting and tuning of 3rd party environments, clients and networking specifications is not supported
- Analysis or debugging of custom code
- Fix to 3rd party carrier systems or integrations not created by nShift including for systems such as warehouse management, Transport Management solutions such as services provided by carriers integrated into the nShift. nShift Products installed on Customer's own infrastructure are not under the responsibility of nShift and we will take no responsibility for this infrastructure, e.g. in the event slow internet connections and Wi-Fi distribution increases process roundtrip.
- Creation of new Carrier configurations
- Creation of custom shipping rules or pricing calculations
- Configurations or troubleshooting for actual printers outside of the configuration needed in nShift solutions

For areas that fall outside the scope of Technical Support, we recommend that you consult with our Professional Services team for guidance and audit of the solution architecture and performance best practices. If you do not have a regular contact at nShift and want help in this regards please raise a support incident and we will facilitate the conversation for you.

Where possible, nShift will resolve the issue within its own means and capabilities. However, at times it may be needed to run shared desktop sessions to troubleshoot the particular issue in detail.

2.3 Help Desk

Target First Response Time:

The time elapsed from a Customer enquiry is registered from when it's received in nShift's customer service system until the Customer receives a first reply from a Technical representative by phone or email.

Customer Update Frequency:

The time elapsed between each time the Customer is notified by a Technical representative of the status of a reported Incident until the Incident is solved. Measurement starts from when the Incident is first

registered in the nShift's customer service system.

For all Customer Service metrics, the measurement is calculated as a percentage of enquiries from the Customer that meet the performance target, divided by all enquiries from the Customer over a given period.

2.4 Availability of the nShift Cloud Platform

Availability of the nShift platforms shall as a minimum meet the guaranteed Server Uptime provided in Table 1 for the applicable SLA Plan. The Supplier provides a catalogue of web services and APIs hosted by the Supplier. These web services serve as back-end components for nShift On-Premise installations, nShift web applications or the Customer's native business applications.

2.5 Maintenance

All maintenance of the nShift platforms is attempted to be completed without any disturbances or downtime to the affected services. Planned maintenance that requires downtime is communicated a minimum of 14 days prior to the maintenance. nShift has the right to perform emergency maintenance to ensure general availability and adequate security levels of the nShift platforms within a shorter notification period.

2.6 Load testing

Load and performance testing in the Supplier's production environment done by the Customer is prohibited. Exceptions might be granted after special agreements with the Supplier in advance. Please apply for approval in good time before the test(s) will take place, and a minimum of 10 days. Not notifying the Supplier of such tests, might result in the temporary disabling of the Customer's account.

2.7 Product End-of-Life Policy

Products reach the end of their product life cycle for a number of reasons. These reasons include market demands, technology innovation and development driving changes, or the products simply mature over time and are replaced by new technology.

While this is an established part of the overall product life cycle, nShift recognizes that end-of-life milestones often prompts Customers to review the way in which such milestones impact the nShift products in their environment. nShift End of Life Policy applies to hardware, software, and services, including subscriptions, and offers that combine any of the foregoing.

External notification will appear in the Help Center on the Suppliers webpage. Please visit this site regularly, or subscribe to it, as it contains useful information regarding nShift end-of-life program. Sign up to the Suppliers newsletter service to receive notifications.



APPENDIX 1 – SERVICE LEVEL AGREEMENT

nShift Customer Support & Maintenance

February 2022 Version 1.0

1 About this guide

This document outlines the scope and limitations of support provided by the nShift Customer Support team in relation to nShift's software products and maintenance services. These support terms are valid as of the 1st of December, 2021 and the latest version is available on nShift's website at this location: <https://nshift.com/support>.

2 Terms of Support

During the term of your active support agreement, nShift will provide the following services based on commercially reasonable endeavours:

- Expert guidance on technical aspects of nShift solutions.
- Troubleshooting of incidents related to system performance and function in customer test and production environment and nShift Cloud environments.
- Problem triage, communication and closure related to issues raised by customers that are accepted as defects by nShift's product organisation.
- Troubleshooting connectivity with 3rd party carrier systems to the best of our ability
- Communication and update on issues within the standard support process, but not related to product enhancements.
- Telephone support access as needed to help resolve issues in the most efficient manner.

Where needed specific appointments will be made to engage in online web conferencing sessions using [Zoom](#) or [Microsoft Teams](#).

2.1.1 Working with Support

There are different types of support cases and classifications of priorities along with multiple ways to contact support, we suggest that you consider the information below to make sure you get the appropriate response based on the impact of your request:

2.1.2 Classification and Priority levels

nShift defines incident priority based on the severity of the issues that are encountered. If you feel your incident is not classified in the correct manner we would encourage you to get in touch with us via the local support line number which you can access [here](#).

Classification:

The classification that will be assigned to the case is based on the following definitions:

Incident	An unplanned interruption to your nShift solution or a reduction in the quality of its services or uptime.
Service Request	A request from a user for information, advice, a standard change or access your existing nShift solution.
Request for Change	The addition, modification, or removal of anything that could influence your nShift solutions and which may also involve a change to the code.

Priority:

- Priority 1** With no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations (e.g. label print, business critical API's, business critical web services, and business critical data exports).
- Priority 2** With no workaround, where major functionality is severely affected or restricted, but not causing immediate work stoppage, and operation can continue in a restricted fashion.
- Priority 3** Where there is a moderate loss or degradation of services, but work can reasonably continue in an impaired manner.
- Priority 4** Where there is a minor loss or degradation of services, but work can reasonably continue in an impaired manner.

2.1.3 Support Case Logging

We would recommend at first visiting our help centre. The help centre contains our central database of solutions and articles to common problems and is available to you 24 x 7. You can find our support portal via the following link: <https://nshift.com/support>. Should you not find the solution you need we would recommend you create an incident via our dedicated incident form, which you can access via this link: <https://helpcenter.nshift.com/hc/en-us/requests/new>.

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APPENDIX 2 - PAYMENT TERMS

February 2022 Version 1.0

1 Payment terms

The Licence Fee shall be paid on receipt of invoice, which must be paid within 14 days of the invoice date. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate of eight per cent. Any objections against the amount of the invoices do not suspend the payment obligation of The Customer.

In order to let The Customer grow without interruptions in its business, nShift automatically upgrades the Customer's Subscription (license) to the next higher applicable Subscription level when The Customer exceeds the number of units included in its current. For the next subscription this is the new Subscription level. Any difference between starting Subscription Fees and onboarding cost of the previous and the upgraded Subscription must be paid by The Customer.

In case of underconsumption within the Subscription in the applicable subscription period The Customer has no right to refunds and no credit note will be generated. It is the Customer's own responsibility to downgrade the subscription to a lower subscription level in the case that the volume is lower than the valid subscription. This has to be done in writing by Customer at one month written notice before expiration of the Chargeable Period.



APPENDIX 3 – DATA PROCESSING AGREEMENT TO NSHIFT GENERAL TERMS AND CONDITIONS

February 2022 Version 1.0



This Data Processing Agreement, including its Schedules forms part of the General Terms and Conditions (“GTC” which in turn forms part of an Agreement between nShift and the Customer who has purchased or ordered, or is expected to purchase or order, nShift’s Service subject to a Subscription Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, nShift may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement”: The General Terms and Conditions governing the use of the Service including this Data Processing Agreement as well as a main agreement with additional appendices if existing.

“Authorized Affiliate” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and nShift, but has not signed its own agreement with nShift and is not a “Customer” as defined under this DPA.

“Customer” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates).

“Data Processor” shall have the same definition as in the GDPR.

“Data Controller” shall have the same definition as in the GDPR.

“Data Protection Impact Assessment (DPIA)” shall have the same definition as in the GDPR.

“Data Subject” shall have the same definition as in the GDPR.

“Data Subject Request” shall have the same definition as in the GDPR.

“DPA” means this Data Processing Agreement.

“General Data Protection Regulation (GDPR)” means the 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).

“General Terms and Conditions” means the terms and conditions governing the Customer’s right to use the Service.

“Personal Data” shall have the same definition as in the GDPR.

“Personal Data Breach” shall have the same definition as in the GDPR.



“**Processing**” shall have the same definition as in the GDPR.

“**Sensitive Personal Data**” shall have the same definition as in the GDPR. “**Standard Contractual Clauses**” means the agreement executed by and between nShift and processors used in the delivery of nShift Services pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“**Sub-processor**” means any Data Processor engaged by nShift or a member of the nShift Group.

“**Supervisory Authority**” shall have the same meaning as set out in GDPR.

“**nShift**” shall mean nShift Group AS, or any of its subsidiaries within nShift Group.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, nShift is the Processor and that nShift or members of the nShift Group will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the GDPR, including any applicable requirement to provide notice to Data Subjects of the use of nShift as Processor. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with the GDPR. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data.

2.3 nShift’s Processing of Personal Data. nShift shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g. via email) where such instructions are consistent with the terms of the Agreement. nShift is not obligated, within this DPA, to process Sensitive Personal Data.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by nShift is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

2.5 Service improvement. On condition that the integrity of the Data Subject is not under threat and that nShift does not establish new purposes or means for the Processing, nShift has the right to develop

and improve its services without it being regarded as contrary to instructions given by the Customer. nShift may always develop and improve its services using anonymous data without Customer's approval.

2.6 Changes of Processing. The Customer shall, without delay, inform nShift of changes to the Processing that affect nShift's obligations and rights in accordance with this DPA. The Customer shall also inform nShift of third-party measures relating to the Processing, including those of the Supervisory Authority, Data Subjects or Third Party Controllers. The Customer shall compensate nShift for increased cost arising as a consequence from changing or amending instructions for the processing of Personal Data.

3. RIGHTS OF DATA SUBJECTS

nShift shall assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under the GDPR. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, nShift shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent nShift is legally permitted to do so and the response to such Data Subject Request is required under the GDPR. To the extent legally permitted, Customer shall be responsible for any costs arising from nShift's provision of such assistance.

4. nShift PERSONNEL

4.1 Confidentiality. nShift shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. nShift shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. nShift shall take commercially reasonable steps to ensure the reliability of any nShift personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. nShift shall ensure that nShift's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. Members of the nShift Group have appointed a data protection officer. The appointed person may be reached at dpo@nshift.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) nShift's Affiliates may be retained as Sub-processors; and (b) nShift and nShift's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. nShift or a nShift Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. nShift shall make available to Customer the current list of Sub-processors for the Services identified in Schedule 2. Such Sub-processor list shall include the identities of those Sub-processors and their country of location.

In the event that nShift needs to appoint a Sub-Processor in order to carry out the Services, nShift shall inform the Customer about the appointment without undue delay. Such information may be published as login events and/or news post in the web user interface of the affected nShift services

5.3 Objection Right for New Sub-processors. Customer may object to nShift's use of a new Sub-processor by notifying nShift promptly in writing within thirty (30) days after receipt of nShift's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, nShift will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If nShift is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Services which cannot be provided by nShift without the use of the objected-to new Sub-processor by providing written notice to nShift. nShift will refund Customer any prepaid fees covering the remainder of the term following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

5.4 Liability. nShift shall be liable for the acts and omissions of its Sub-processors to the same extent nShift would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

The Data Processor will take technical and organisational measures to protect the Personal Data as listed in Schedule 3. These shall ensure the confidentiality, integrity, availability, and resilience of the systems and services related to Personal Data Processing. The Data Processor shall assist the Data Controller in relation to the Controller's obligations under Art 32 of the GDPR.

Upon Customers's request, nShift shall provide Customer with all the information necessary to demonstrate that the obligations set out in Article 28 of the GDPR have been fulfilled. Customer shall be entitled on 30 days' written notice to carry out an audit of the nShift's processing of the Personal Data and information relevant in that respect. nShift shall assist the Customer during the audit. Customer shall carry the costs for such audit unless the audit shows that nShift's processing of the Personal Data materially breaches its obligations under GDPR or this DPA, in which case nShift shall carry the costs for the audit. Audits shall be carried out in a manner that does not interfere with nShift's other activities more than absolutely necessary

7. PRIVACY RISK MANAGEMENT

Upon Customer's request, nShift shall provide the Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to nShift. nShift shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks as required under the GDPR. The Customer shall reimburse nShift for such work in accordance with nShift's applicable price list at any given time.

8. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

nShift maintains personal data breach management policies and procedures in compliance with GDPR and shall notify the Customer without undue delay after a personal data incident has been discovered. nShift shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as nShift deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within nShift's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

9. TRANSFERS TO THIRD COUNTRIES

9.1 Transfers by nShift. Any transfers of Personal Data under this DPA from the European Union, the European Economic Area to countries which do not ensure an adequate level of protection shall be transferred only if contractual (Standard Contractual Clauses), security (e.g ISO 27001) and organisational safeguards (e.g. employee training, respond to data subject rights) are used. The level of safeguards is commiserate to the privacy risk as assessed by nShift.

9.2 Transfers by Customer. In the event of nShift's Processing of Personal Data pursuant to the Agreement or this DPA imposes an obligation on nShift to transfer the Personal Data to a third country (outside of the EU/EEA) or an international organisation that is not covered by an adequate level of protection, it is the Customer's obligation to ensure that appropriate safeguards are in place for each such transfer in accordance with Article 46 of the GDPR and any applicable domestic data protection or privacy laws. nShift is not obligated to transfer the Personal Data to a third country if the appropriate safeguards are not in place.

10. RETURN AND DELETION OF PERSONAL DATA

nShift shall return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with nShift procedures and aligned to applicable laws and regulations.

11. CONFIDENTIALITY

nShift undertakes not to disclose to third parties any Personal Data, or to disclose information about the Processing of Personal Data that is covered by this DPA. nShift's confidentiality obligation under this

Section 11 does not apply to information provided by nShift in accordance with instructions from the Supervisory Authority or other authority or court or information about a Data Subject that nShift received approval from the Data Subject to disclose. The confidentiality obligation under this Section 11 shall continue to apply after the termination of this DPA.

12. LIABILITY

12.1 Each Party's liability for damages under this DPA is governed in the Agreement and nShift's General Terms and Conditions.

12.2 Notwithstanding Section 12.1 above, if a Party becomes liable to a Data Subject under GDPR and the other Party was involved in the same processing as formed the basis for the Data Subject's claim, the other Party shall (in accordance with Article 82.5 GDPR) reimburse the liable Party with the part of the compensation corresponding to the other Party's part of the responsibility for the damage. In addition, the other Party shall compensate the liable Party for fair and proportionate (in relation to the other Party's liability) costs of defending such claims. Further, a Party subject to a claim from a Data Subject shall within reasonable time inform the other Party in writing of the claim, if it is likely that claims against the other Party may be made. The other Party shall gain insight into the Data Subject's and the Party's documents in such lawsuit and shall be given the opportunity to comment on this.

13. SEVERANCE

Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

14. GOVERNING LAW AND JURISDICTION

Any disputes or claims arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity shall be settled as stipulated in the Agreement.

List of Schedules

Schedule 1: Details of the Processing

Schedule 2: List of Sub-processors

Schedule 3: Technical and organisational measures

SCHEDULE 1 – DETAILS OF THE PROCESSING

The processing shall include the following operations and purposes:

- Storage and forwarding of data and other Processing necessary to provide, maintain, and improve the Service provided to the Customer;
- To forward data to Data Subjects and third-parties chosen by the Customer as required to fulfil the Service;
- To forward and receive data from the Carrier chosen by the Customer as required to fulfil the Service;
- To provide technical support to the Customer; and
- Disclosures in accordance with the DPA, as compelled by law

Duration of Processing

Subject to Section 2 of the DPA, nShift will Process Personal Data only as required for the specific purpose as stipulated in the Agreement with the Customer, unless otherwise agreed upon in writing.

Categories of Data Subjects

The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees, sub-contractors of the Customer
- Users authorised by the Customer to use the Services
- The Customer's customer (typically consignment recipients)
- Employees or sub-contractors of the Carrier completing a shipment on behalf of the Customer.

Types of Personal Data

The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Contact information (company, email, phone, physical address)
- Consignment status incl. Shipment id, dimensions, weight, geography, etc.



SCHEDULE 2 – LIST OF SUB-PROCESSORS

A current list is at all times available at <https://nshift.com/terms-and-conditions> or pages that may later supplement or replace this.

SCHEDULE 3 – TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Administrative measures

- Security policy
- Internal privacy policy
- Policies and related documents (i.e. process/procedure/work-instructions) which give direction to employees on behaviour expected during their interactions with/use of nShift information systems.
- Approval workflows and separation of duty, e.g. control of access to business/IT systems/applications.

Employee knowledge/empowerment measures

- Employee security awareness training
- Employee GDPR-privacy awareness training
- Privacy by design training to developers/IT architects
- Technology specialist training to system responsible IT personnel

IT-based measures

- Multi factor authentication is enabled on supported platform.
- Individual authentication credentials are not shared.
- All end-points (computers, laptops, mobile phones) are using encrypted storage, secure passwords, and auto-locking mechanisms.
- Processing of data is restricted by access controls.
- Within individual systems and databases, data is segregated with logical access control.
- Application and infrastructure monitoring, logging and alerting.
- Periodic penetration testing.
- Routine/workflow automation.
- Code scanning analysis for vulnerabilities and insecure patterns.

Physical security measures

- Data processing is in highly secure data-centres that are monitored 24/7.
- Physical access to the datacentre facilities is strictly limited to authorised personnel.
- Fire protection
- Battery and generator based failover
- Battery and generator based backup power support
- Network redundancy using independent internet providers