



- - - General terms

- - - nShift Delivery, nShift Checkout and nShift TMS

## GENERAL

These General Terms and Conditions forms part of an agreement ("**the Agreement**") between nShift AB, Swedish corp. ID no. 556546-3717, or any of its subsidiaries, nShift Oy, Finnish corp. ID no 2304024-0, nShift Aps, Danish corp. ID no. 34708584, nShift AS, Norwegian corp. ID no. 816269032 or nShift Sp.z.o.o, Polish corp. ID no 7010419247, ("**nShift**"), and a legally competent individual or corporate entity ("**the Customer**") concerning the Customer's use of online services, software, support functions and/or instructions provided by nShift ("**the Service**").

1.1 These General Terms and Conditions apply unless otherwise agreed in writing between the Parties.

## 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 Customer and nShift have a mutual right to cancel the Agreement at a month's notice, unless otherwise agreed in writing. 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 16 below.

## 3 LICENCE

3.1 Subject to the Agreement, including these General Terms and Conditions, nShift grants to the Customer a non-exclusive, non-transferable right ("**the Licence**") to use the Service world-wide within the scope of the Customer's normal internal business operations.

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 License 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 Licence is limited to a certain number of users, the Customer shall ensure that each user states his/hers 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 DELIVERY AND INSTALLATION

- 4.1 Online services and other software will be available to the Customer within a reasonable amount of time once nShift has approved the Customer's order or a special contract document concerning the ordering of the Service has been signed by the Customer and the original has been submitted to Shift.
- 4.2 Physical products shall be delivered to the Customer's most recently indicated address. 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.

#### 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. Service Support will not cover issues regarding any hardware or software system that the Service interacts with, such as a computer, operative system, drivers or any other business systems installed by the Customer. Service Support will not be available to Customer Affiliates unless otherwise agreed in writing.
- 5.2 Service Support is provided by telephone, e-mail, online support and help documentation.
- 5.3 Service Support is aimed at helping the Customer's staff to remedy problems. Information or assistance to the Customer during introduction of the Service or increased use of the Service, such as implementation or installation work, training, exemplification or similar, is not categorised as Service Support but can be ordered by the Customer at an agreed price.
- 5.4 Further provisions regarding Service Support may be set out in a separate agreement between the Parties. In the event no such agreement is entered into, Service Support shall comprise a total of two hours Service Support by nShift per calendar quarter.
- 5.5 Service Support will only be provided to staff members of the Customer who have sufficient technical expertise, training and/or experience in the Customer's IT environment, the Service and practices and the carriers and their services employed by the Customer. The number of representatives at the Customer location that will be authorised to process Service Support tasks vis-à-vis nShift shall be three at most unless otherwise agreed.
- 5.6 Service Support shall be made available from September to May within 24 hours, and from June to August within 48 hours, calculated from the time nShift receives the request for Service Support from the Customer. Service Support will be available on normal business working hours as stated on [www.nShift.com](http://www.nShift.com) or pages that may later supplement or replace this. nShift reserves the right to defer, discontinue and/or interrupt telephone Service Support requested at other times or that extends beyond those times. nShift reserves the right to make reasonable changes to the opening times, contact information, etc. Any such adjustments shall be published on nShift's websites [www.nShift.com](http://www.nShift.com) or on websites or pages that may later supplement or replace these.

#### 6 UPGRADES

- 6.1 The definition "Upgrades" in these General Terms and Conditions refers to minor improvements to the Service (such as bug fixes) and the provision of new versions of the Service with a higher version number with major changes that for example may add new or improved functions.

- 6.2 nShift is entitled, but not obliged, to install regular Upgrades during the term of the Agreement and without notice thereof to the Customer. This also concerns Upgrades to Services with associated support programs for which the Customer could have locally installed components.
- 6.3 In the case of locally installed Services, nShift shall supply upgraded versions at the request of the Customer. It is the responsibility of the Customer to ensure that the locally installed component is upgraded at the request of nShift. The Customer is responsible for the installation of any local Upgrades. nShift undertakes upon request from the Customer to provide assistance in installing an Upgrade. Any such assistance will be invoiced at the prevailing hourly rate.
- 6.4 nShifts shall endeavour, as far as possible, to adapt the Service to different carriers. As individual carriers create new services and change their existing services and nShift receives information about such changes, nShift shall endeavour to create support for these. However, nShift cannot guarantee that all changes and/or services will be supported by the Service at all times. Under certain circumstances certain services from certain carriers may not be supported by the Service, even though nShift may have stated in marketing material or in other ways that the Service has support for that particular carrier. The Customer understands and accepts that nShift does not have a commercially viable possibility of providing ongoing support to carrier services with a small number of users, even in cases where nShift has developed special support for such a service that was later changed by the carrier. It is therefore the responsibility of the Customer periodically to check that the Service is usable for the desired services.
- 7 FURTHER DEVELOPMENT
- 7.1 nShift undertakes to assist the Customer with any further developments of the Service that the Customer may request, to a reasonable extent and in exchange for remuneration based on market rates. nShift is within its rights to refuse such work should it be deemed as posing a threat to the functionality, stability or security of the Service or if such work should be particularly work-intensive or entail a particularly high cost for nShift. nShift shall decide how such further development work may in practice be carried out and what actual changes to the Service shall be made in connection with same.
- 7.2 nShift is under no obligation to carry out any development work, any Upgrade or any maintenance to a specific further improvement of the Service without a written agreement with the Customer.
- 8 CONTROL SYSTEMS AND INFORMATION SECURITY
- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 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 [www.nShift.com](http://www.nShift.com) 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 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.
- 8.5 The transaction history generated by the Customer using the Service is stored by nShift. Each transaction is stored for a minimum of six months. The Customer is entitled, where applicable and at market price, to view transaction history for use within the Customer's normal business activities during the Agreement period. The Customer may not transfer transaction history data to any unauthorised third party or in any other way give such third party access to or transfer transaction history data without nShift's prior written consent. If the transaction history contains information that pertains to an identified or identifiable person, nShift reserves the right to change, block or erase such personal data.
- 8.6 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 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 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.

## 9 THE CUSTOMER'S TECHNICAL EQUIPMENT

- 9.1 The Agreement is subject to the Customer having appropriate technical equipment 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.
- 9.2 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.

9.3 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.

9.4 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.

## 10 EDI COMMUNICATION

10.1 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.

10.2 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.

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

## 11 LICENCE FEE

11.1 The Customer shall pay nShift a fee (hereafter Licence Fee) for the use of the Service. Unless expressly agreed between the Parties the Licence Fee shall be in accordance with nShift's price list applicable at the time. Statutory value added tax and other general taxes or fees and any delivery charge will be added to the Licence Fee.

11.2 The Licence Fee shall be paid on receipt of invoice, which must be paid 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 Sveriges Riksbank (the central bank of Sweden) at any one time, plus eight per cent.

11.3 The Licence Fee does not cover the cost of materials, travel, accommodation or other nShift staff costs. nShift is entitled to invoice such costs periodically, for which the same invoicing principles shall be applied as for the Licence Fee.

11.4 nShift shall be entitled, but not obliged, to adjust the Licence Fee during the term of the Agreement. nShift shall inform the Customer of any such adjustment thirty days at the latest of the change coming into force. 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 Licence Fee shall continue to apply during the notice period. Should the Customer not provide nShift with a written notification of its disapproval of the adjustment within the time limit, the Customer shall be considered to have accepted the new Licence Fee.

- 11.5 nShift reserves the right, for each calendar year, to revise prices in line with figures published by Statistics Sweden of their Labour Cost Index for salaried employees (LCI TJM) without prejudice to the Customers option to terminate the contract prematurely.
- 11.6 In line with nShift's environmental policy, nShift will charge an invoicing fee based on the invoicing administration costs at the time for paper invoices if an option for electronic invoicing exists.
- 11.7 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 Licence Fee.

## 12 RIGHTS

- 12.1 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.
- 12.2 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.
- 12.3 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.

## 13 PROCESSING OF CUSTOMER INFORMATION AND PERSONAL DATA

- 13.1 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.
- 13.2 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).
- 13.3 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 1 Data Processing Agreement. In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement.

13.4 Further information about nShift's processing of personal data is available in nShift's Integrity Policy, available on nShift's website [www.nShift.com](http://www.nShift.com) or on websites or pages that may later supplement or replace this.

#### 14 LIMITATION OF LIABILITY

14.1 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.

14.2 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;

14.3 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.

14.4 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](http://www.nShift.com) or in the relevant online service, and the interruptions will be done within the indicated service window. If the Service has been out of order for a considerable portion of a calendar month, the Customer shall be entitled to a License Fee reduction corresponding to the time the Service has been unavailable. The right to License Fee reduction does not include any right to compensation based on the number of transactions or other transaction-based fees.

14.5 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.

- 14.6 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.
- 14.7 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.
- 14.8 nShift shall compensate the Customer for direct costs that are reasonable and have occurred as a direct consequence of nShift's gross negligence or wilful act. The Customer is not entitled to compensation for indirect costs or losses, for example, the loss of data or information, lost profits or other consequential damages.
- 14.9 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.
- 14.10 Notwithstanding any provision of these General Terms and Conditions, if the contracting nShift company is domiciled in Sweden, such company's total liability, including price deductions, pursuant to the contractual relationship between nShift and the Customer is limited to the amount that the Customer has paid to nShift in compensation for the Service during the most recent 12-month period prior to the claim being presented, and in which case the amount is limited to a maximum of three basic amounts (Sw: prisbasbelopp) according to the Swedish National Insurance Act (Sw: Socialförsäkringsbalken, SFS 2010:110). If the contracting nShift company is not domiciled in Sweden, such company's total liability, including price deductions, pursuant to the contractual relationship between nShift and the Customer is limited to the amount that the Customer has paid to nShift in compensation for the Service during the most recent 12-month period prior to the demand being presented.
- 15 CONFIDENTIALITY
- 15.1 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.
- 15.2 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.

15.3 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 15.

## 16 TERMINATION AND SUSPENSION

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

- (a) the other Party has neglected to fulfil their obligations in accordance with the Agreement and the breach of agreement is of considerable significance and that Party does not undertake rectifying measures within twenty days of receiving written reminder of such breach from the first Party stating the nature of the breach; or
- (b) 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
- (c) 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
- (d) representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement.

16.2 nShift reserves the right to suspend the Customer's access to and use of the Service if the Customer fails to pay any part of the Licence Fee on its due date or if the Customer otherwise neglects to fulfil its obligations in accordance with the Agreement.

## 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 Save for what is stated in 17.1, 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 license fees or alterations to these General Terms and Conditions, shall be deemed transmitted to the Customer when made available at [www.nShift.com](http://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 If the contracting nShift company is domiciled in **Sweden** 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 the Stockholm Chamber of Commerce Arbitration Institute. The Rules for Simplified Arbitration 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 Rules of Arbitration 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 Stockholm, Sweden. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Sweden.
- 20.2 If the contracting nShift company is domiciled in **Denmark** 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 The Danish Institute of Arbitration. The rules of Simplified Arbitration Procedure 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 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 Copenhagen, Denmark. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Denmark.
- 20.3 If the contracting nShift company is domiciled in **Norway** 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.
- 20.4 If the contracting nShift company is domiciled in **Finland, Estonia, Latvia or Lithuania**, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The venue of arbitration shall be Helsinki, Finland. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Finland.

## Appendix 1. DATA PROCESSOR AGREEMENT (DPA)

Customer: Controller – nShift: Processor or

Customer: Processor – nShift: Sub-processor

### 1 PURPOSE AND VALIDITY

- 1.1 This DPA ("**DPA**") forms part of the General Terms and Conditions which in turn forms part of an agreement ("**Agreement**") between nShift AB, Swedish corp. ID no. 556546-3717 or one of its subsidiaries, nShift Oy, Finnish corp. ID no. 2304024-0, nShift ApS, Danish corp. ID no. 34708584, nShift AS, Norwegian corp. ID no. 816269032 or nShift Sp.zoo, Polish corp. ID no. 7010419247, ("**nShift**"), on the one hand, and any other customer ("**Customer**") who has purchased or ordered, or is expected to purchase or order, nShift developed and / or provided transport-based services, online services, software programs, help features and tutorials ("**Service**"), on the other hand.
- 1.2 In this DPA, the terms "**Data Subject**", "**Processing**", "**Personal Data**", "**Supervisory Authority**" and "**Personal Data Incident**" shall have the same meaning as set out in the European Parliament and Council Data Protection Regulation (EU) 2016/679 ("**GDPR**").
- 1.3 Upon the provision of the Service, nShift may process information on behalf of Customer that may be directly or indirectly attributed to a natural person. Such information may be considered as Personal Data. Under GDPR Article 28 Section 3 and 9 the Processing of Personal Data by a processor shall be governed by a written contract that sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of data subjects and the obligations and rights of the controller. Therefore, the Parties have agreed to enter into this DPA.
- 1.4 In the situation that the Customer determines the purpose and means for the Processing of Personal Data, then Customer will act as Controller and nShift will act as Processor. If the Customer is appointed by a third party ("**Third Party Controller**") to Process Personal Data on behalf of that third party, then the Customer will act as Processor and nShift as sub-processor to the Customer. In this case Section 6 of this DPA shall apply.
- 1.5 Nothing in this DPA reduces the Parties' obligations under the Agreement in relation to the protection of Personal Data or permits a Party to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA shall prevail.

### 2 SUBJECT MATTER AND OBJECTIVES

- 2.1 In order to offer the Service and maintain the service level as agreed in the Agreement, it may be necessary for Personal Data to be transferred to nShift and for nShift to process this data in accordance with this DPA. In order to provide the Service, nShift may need to transfer Personal Data to an external party, such as a carrier, for example.
- 2.2 Unless otherwise specified in writing by Customer, nShift shall process Personal Data of the following categories of Data Subjects and for the purpose as set out below in accordance with this DPA.

- (a) Data Subject categories: sender, recipient, user of the service, other parties included in a shipment, carrier staff and administrative staff working for the customers and suppliers.
- (b) Personal Data: name, address, telephone number, email address, social security number (if so required), online identification, password.
- (c) Purpose: to provide the Service to Customer.

### 3 THE USE OF SUB-PROCESSORS

- 3.1 The Customer permits nShift to engage third party processors (“Sub-Processors”) for carrying out specific processing activities on behalf of the Customer. Upon such an appointment, nShift shall, by written agreement (“Sub-Processor Agreement”) with the Sub-Processor, ensure that the same obligations imposed on nShift under this DPA shall be imposed on the Sub-Processor. nShift shall remain fully liable to the Customer for the performance of Sub-Processors obligations.
- 3.2 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. In each case, Customer shall within thirty (30) days give nShift written notice of any reasonable objection Customer may have to the proposed Sub-Processor.
  - 3.2.1 In the event of a reasonable objection being lodged, the Parties shall try to find an amicable resolution to the matter. The Parties shall work in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of the proposed Sub-Processor. Where such a change cannot be made within thirty (30) days from nShift’s receipt of the Customer’s notice, notwithstanding anything in the Agreement, the Customer may by written notice to nShift with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-Processor. If no termination is made nShift may appoint the Sub-Processor without further approval of the Customer.
  - 3.2.2 If no objection is lodged, nShift may appoint the proposed Sub-Processor without further approval of the Customer.
- 3.3 Should the Customer assess that the Sub-Processor’s Processing of Personal Data is not compliant with GDPR or applicable data protection or privacy laws, or that the Sub-Processor in any other way do not comply with the Sub-Processor Agreement, then the Customer will be entitled to demand in writing an immediate cancellation of the Sub-Processor Agreement with the assurance from nShift that the Sub-Processor is no longer in possession of the Personal Data in question. Should nShift not agree with the Customer’s assessment, the Parties will cooperate in bringing about prompt consultation with the Supervisory Authority. This DPA shall remain in force until such time as the Supervisory Authority give its decision. The findings of the Supervisory Authority will serve as a guide in the Parties’ continued handling of the issue.

### 4 NSHIFT’S RIGHTS AND OBLIGATIONS

- 4.1 nShift undertakes to keep abreast of, and comply with, the current laws, regulations and directives in force in the country of the contracting nShift company, including regulations issued by the relevant regulatory authorities regarding the protection of the fundamental rights and freedoms of natural

persons, and in particular the right to the protection of their Personal Data in the Processing of Personal Data applicable to Controllers and Processors, including legislation and regulations used in implementing Directive 95/46 / EC and GDPR.

- 4.2 nShift and the people under nShift's management, may only process Personal Data in accordance with the instructions provided by Customer. nShift shall ensure its employees authorised to process Personal Data undertake to comply with this DPA.
  - 4.2.1 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.
  - 4.2.2 Should nShift regard an instruction given by Customer to be in violation of GDPR, other EU law or the national law of an EU Member State, nShift shall inform Customer about this without delay. At the request of any Party, the Parties shall cooperate in bringing about a prompt consultation with the Supervisory Authority regarding the instruction. The findings of the Supervisory Authority will serve as a guide in the Parties' continued handling of the issue. nShift reserves the right to put the Processing on hold pending the decision of the Supervisory Authority.
  - 4.2.3 Should nShift be obliged to process Personal Data by other means than instructed by Customer, nShift shall give Customer prior notice before proceeding.
- 4.3 The Parties are to be bound by confidentiality in accordance with Section 8 regarding Personal Data and nShift's Processing of Personal Data.
- 4.4 nShift undertakes to take the necessary safeguards in accordance with Article 32 of the GDPR. nShift shall take the necessary technical and organisational measures to protect Personal Data from unauthorised access, destruction and amendment in compliance with Article 28 (3) of the GDPR. At Customer's request, nShift shall inform Customer of the technical and organisational measures taken.
- 4.5 Taking into account the nature of the Processing nShift undertakes to assist Customer with appropriate technical and organisational measures to the extent possible in order for Customer to fulfil its obligations to respond to a request to exercise the rights of the Data Subject pursuant to Chapter III of the GDPR. The Customer shall reimburse nShift for such work in accordance with nShift's applicable price list at any given time.
- 4.6 At Customer's request and considering the nature of the Processing and nShift's available information, nShift undertakes to assist Customer in fulfilling its obligations in accordance with Articles 32 to 36 of the GDPR. The Customer shall reimburse nShift for such work in accordance with nShift's applicable price list at any given time.
- 4.7 Depending on what the Customer chooses, nShift undertakes to delete or return relevant Personal Data to Customer within 60 days of the date of cessation of any Services for the Customer involving the Processing of Personal Data and to delete all copies unless the storage of Personal Data is required under EU law or national law. If the Customer already possesses the Personal Data or return of data is impossible or would mean disproportional amount of effort or if the Personal Data must be kept

confidential due to statutory or otherwise agreed confidentiality requirements, the Personal Data do not have to be returned to the Customer but must still be deleted within the same timeframe.

- 4.8 nShift shall provide Customer with all the information required to demonstrate that the obligations set out in Article 28 of the GDPR have been fulfilled and shall enable audits, including inspections carried out by Customer or by another auditor authorised by Customer.
- 4.9 nShift shall, when necessary, assist Customer in obtaining information requested of Customer by the Supervisory Authority, other authority or by a Data Subject. The Customer shall reimburse nShift for such work in accordance with nShift's applicable price list at any given time.
- 4.10 nShift undertakes to notify Customer of any request to process Personal Data submitted by the Supervisory Authority, with the exception of cases where notification is expressly prohibited by law due to, for example, confidentiality in an ongoing criminal investigation. nShift shall notify Customer in writing of any request from a Data Subject, Supervisory Authority or other external party for information relating to the Processing of Personal Data.
- 4.11 When nShift is aware of a Personal Data Incident, nShift shall inform Customer of the incident without delay, but no later than 24 hours after the incident being discovered. When informing Customer, nShift shall provide Customer with all the necessary information required to be able to report the incident to the Supervisory Authority and assist in investigating the incident as far as Customer may reasonably require and, in agreement with Customer, take reasonable measures to prevent further incidents.
- 4.12 Customer is entitled to check, at own expense or through an external party, nShift's compliance with this DPA. Such checks shall be carried out in a manner that does not interfere with nShift's other activities more than absolutely necessary. nShift reserves the right to demand that audits be conducted by people named in advance and who possess the requisite expertise to conduct the audit and to make meaningful use of the findings of such an audit. nShift reserves the right to oppose a third-party audit if it could lead to company-sensitive information being compromised or the third party for any reason being regarded as unsuitable. Should Customer find significant deficiencies in the Processing of Personal Data performed by nShift on behalf of Customer that are not rectified within 30 days of a written request, Customer may terminate the Agreement and this DPA with immediate effect. If an audit shows nothing more than minor deficiencies in nShift's execution of its obligations in accordance with this DPA, nShift reserves the right to claim reasonable compensation for expenses accrued as a result of the audit.
- 4.13 nShift shall reimburse Customer for damages or costs arising from the Processing which is attributable to nShift or a Sub-Processor employed by nShift. The limitation of liability laid down in the Agreement and nShift's General Terms and Conditions shall also apply to this DPA.
- 4.14 nShift is not obligated, within this DPA, to process sensitive Personal Data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexual orientation.

## 5 CUSTOMER'S RIGHTS AND OBLIGATIONS

- 5.1 The Customer undertakes to keep up to date with, and comply with, any applicable data protection or privacy laws in the country of the contracted nShift company and to keep up to date on amendments to the legislation.

- 5.2 The Customer is responsible for informing Data Subjects of the Processing performed by nShift based on the instruction from the Customer, in order to obtain the consent of the Data Subject, when necessary, for the assessment of the legal basis for the Processing, and for the Processing to be lawful and to be reported to the Supervisory Authority where applicable.
- 5.3 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.
- 5.4 With regard to changes as mentioned in Section 5.3, Customer is entitled to update this DPA to the extent deemed necessary. Customer shall reimburse nShift for any increased costs relating to such changes.
- 5.5 Customer shall compensate nShift for increased cost arising as a consequence from changing or amending instructions for the processing of Personal Data.
- 5.6 Customer shall indemnify nShift for damages or costs arising from the Processing that are attributable to Customer or Third Party Controllers.

## 6 SUB-PROCESSOR

In the event the Customer is appointed Processor on behalf of a Third Part Controller and nShift subsequently is regarded as Sub-Processor to the Customer, then nShift shall only process Personal Data in accordance with the instructions given to Customer by the Third Party Controller and made available to nShift and that the further documented instructions Customer on behalf of Third Party Controller give to nShift. This DPA should in all other aspects be in full force between Customer and nShift.

## 7 TRANSFERS TO THIRD COUNTRIES

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.

## 8 CONFIDENTIALITY

- 8.1 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.
- 8.2 nShift's confidentiality obligation under this Section 8 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.
- 8.3 The confidentiality obligation under this Section 8 shall continue to apply after the termination of this DPA.

## 9 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.

#### 10 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.