General Terms and Conditions
Logward GmbH & Co. KG
Valid from June 7, 2021

These General Terms and Conditions (hereinafter the "GTC") apply to all offers and contracts on the basis of which Logward GmbH & Co. KG (hereinafter "Logward") offers or provides services to its contractual partner (hereinafter the "Customer"), provided that the Customer acts as an entrepreneur (Unternehmer) within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), i.e. in the exercise of its trade, business, or profession. These GTC shall also apply to future offers and contracts in the context of the business relationship between Logward and the Customer, even if Logward does not expressly refer to them. The Customer's standard terms and conditions, if any, will not become part of the contract, unless Logward has expressly agreed to their validity.

1. Purpose of contract

1.1. Logward is a software service provider for the logistic and supply chain sector.

1.2. The Customer is a shipper and/or receiver of certain goods. The Customer has entered into and/or will enter into, in its own name and for its own account, contractual relationships with logistic service providers, such as carriers, freight forwarders or similar, who, by themselves or through their subcontractors, will organise, arrange, execute and/or otherwise undertake to procure logistic services in the Customer's supply chain (the third party service providers and their subcontractors the "Customer's Service Providers").

1.3. Logward provides a software application as an Internet based platform for use by the Customer in order to enable the Customer to monitor, evaluate and/or coordinate certain parts of the logistic services of the Customer's Service Providers.

1.4. The Customer intends to use the software application provided by Logward.

1.5. Logward's services are focussed on the provision of the software and related services. Logward shall not assume any responsibility in respect of the organisation, arrangement, execution or otherwise procurement of the logistic services in the Customer's supply chain. Such responsibility shall remain with the Customer's Service Providers, even if a booking process or other contractual communication is facilitated through the use of the software provided by Logward.

2. Software Services

In accordance with the terms and conditions further contained in these GTC, Logward shall provide the following software services (the "Software Services") to the Customer:

- the granting of access to the software "Logward App" (the "Software") for use by the Customer through the Internet via browser and related services as further defined in these GTC,

against payment of a remuneration.

3. Access to and functionalities of the Software

3.1. The Customer will register in the Logward App one Shipment or several specific Shipments ("Shipment" means a coherent logistics transaction eligible for monitoring through the Logward App) arranged by the Customer with the Customer's Service Providers. In relation

to such Shipment, Logward shall grant to the Customer access to the Software in its respective most recent version for use through the Internet. For this purpose, Logward shall install and maintain the Software on a server accessible for the Customer through the Internet.

3.2.   Logward may supplement or amend the functionalities of the Software from time to time.

3.3.   Logward shall correct errors in the Software in accordance with the technical capabilities as further defined in these GTC.

3.4.   Logward shall continuously develop and maintain the Software by way of updates or upgrades as further defined in these GTC.

3.5.   Logward shall make available to the Customer a manual for the operation of the Software in electronic format. The Customer has no right to request a paper copy of the manual.

4. Right of use in respect of the Software

4.1.   Logward grants to the Customer the non-exclusive and non-transferable right to use the Software in relation to a Shipment.

4.2.   The Customer may only copy the Software to the extent expressly permitted by the functionalities of the Software.

4.3.   The Customer must not adjust, reverse engineer, decompile, create derivative works of, modify, amend, translate or disassemble the Software.

4.4.   The Customer must not make the Software available for use by third parties, neither against remuneration not free of charge, unless to the extent that the relevant functionality of the Software allows the Customer to so, such as, to the extent permitted, granting access to the Customer's Service Providers.

5. Granting of storage capacity

5.1.   Logward will provide to the Customer space on a server for the purpose of storing data. The Customer may store data content on the server in an aggregate size and in accordance with the requirements stipulated in the relevant functionalities of the Software.

5.2.   Logward shall ensure that the data stored are accessible for the Customer through the Internet through the use of the Software.

5.3.   The Customer is not entitled to make available the storage space to third parties, neither partly nor in full, and neither against remuneration nor free of charge.

5.4.   The Customer is not entitled to store content the provision, storage, publication or use of which infringes applicable law or agreements with third parties.

5.5.   Logward shall take reasonable steps to avoid loss of data and to prevent access to the Customer's data by unauthorised third parties. For this purpose, Logward shall create multi-level back-up files on a regular basis and maintain industry standard security compliance and firewalls for the servers.

5.6.   The Customer remains to be the sole owner of the data and information provided by it and may request from Logward the return of individual or all data at any time.

5.7.   Logward will upon the Customer's request return, delete or otherwise dispose of any data which the Customer has stored on the designated storage space.

5.8.   The return of data from Logward to the Customer shall occur through the Internet. The Customer has no right to request the Software required for the processing of the data.

5.9.   The Customer remains solely responsible to comply with statutory requirements with regard to record keeping, in particular, under commercial or tax law, and shall not make use of the designated storage space for that purpose.

6. Technical support for the Software

6.1.   Logward shall provide technical support available for the registration and management of the Customer's incident or problem reports, complaints or other technical requests related

to the availability or use of the Software Services. Support will be available during standard working hours (9:00-17:00 Central European Time), and requests outside of these hours will be handled as quickly as possible (target response time of <5 hours).

6.2. The technical support shall be available via email at service@logward.com, through the sales contact person, or via web chat available on the website and app. All communication shall be sent by email to the aforementioned email address or via the support chat in the Software, unless telephone contact is necessary to resolve the issue. The technical support shall be conducted in the English language, and German is available upon request.

7. Warranty; Disruption or restriction of availability of the Software Services

7.1. Logward warrants the functionality and availability of the Software Services in accordance with applicable law and the provisions and stipulations contained in or referred to in these GTC.

7.2. Logward shall monitor the availability of the Software Services on a daily basis. Subject to Clause 7.3, Logward warrants the regular availability of the Software Services on weekdays (Monday to Friday) between 06:00 hours and 22:00 hours (Central European Time). In case of serious incidents (if a use of the Software Services is disrupted or restricted and no reasonable workaround to remedy the error is available), Logward shall take immediate measures to rectify the error without delay (unverzüglich) following Logward's knowledge or notification by the Customer about the incident. All incidents other than serious incidents may be rectified at a time Logward deems fit in its reasonable discretion and any statutory rights of the Customer for immediate rectification shall be varied accordingly.

7.3. Logward shall provide the Software Services with an availability at or above 95 % on average per calendar year. For the purpose of assessing the availability, disruptions or restrictions to availability due to planned maintenance such us updating or upgrading shall not be considered as periods of unavailability.

8. Customer's obligations and responsibilities

8.1. The Customer shall take appropriate measures to avoid an unauthorised use of the Software Services by third parties. For this purpose, the Customer will, to the extent required, make its employees aware to respect and protect Logward's copyright. If unauthorised third parties use the Software Services with the Customer's user ID, the Customer shall bear the remuneration of such services until Logward becomes aware of the misuse of the Customer's user ID or receives from the Customer a request to change the Customer's user ID, if and to the extent that the Customer is responsible for such misuse.

8.2. The Customer shall take all reasonable measures to prohibit the illegal dissemination of the Software or any of its constituent parts and redistributables.

8.3. The Customer will provide and maintain the necessary technical hardware and equipment, software and organisational precautions to ensure that it can send, transmit, receive, read, store, print or otherwise process without delay all electronic data, information or requests for instructions, intended to be exchanged between Logward and the Customer via the Software, and shall duly acquaint itself with the functions and tools of the Software.

8.4. If required due to impediments or irregularities ensuing in the course of the performance of the Software Services, Logward may contact the Customer in any appropriate way and the Customer shall contact Logward in a way so as to make sure that any information required by Logward is promptly received.

8.5. Notwithstanding Logward's obligation to save and protect the Customer's data and information, the Customer is solely responsible for the transmission and maintenance of the data and information required for the use of the Software Services. In particular, the Customer assures that all data and information provided by it or by the Customer's Service Providers are correct and complete and provided exclusively in a data format stipulated in

the relevant functionalities of the Software. Logward is under no obligation to check the correctness and completeness of the data and information provided by the Customer, by the Customer's Services Providers or by other third parties. To the extent that Logward visualises, provides or otherwise processes data or information for the Customer which Logward has obtained from the Customer, from the Customer's Service Providers or from other third parties, in particular (without limitation) for the purpose of the track & trace functions or any other status updates, Logward does not undertake any responsibility in relation to the correctness and completeness of such data or information and provides the same without liability as to its correctness or completeness, unless Logward has actual knowledge that the data or information provided is incorrect or incomplete.

8.6. The Customer shall ensure that all electronic files which are provided to Logward by the Customer or the Customer's Service Providers are checked for viruses or other malware by up-to-date anti-virus Software.

8.7. The data and information provided by the Customer or the Customer's Service Providers for storage on the storage space may be subject to copyrights, data protection or other third party rights. The Customer shall grant, and ensure that the Customer's Service Providers grant, to Logward the right to make available the data and information to the Customer or third parties to the extent required for the use of the functionalities of the Software, and to copy or transfer data and information for this purpose or for the purpose of backup.

9. Insurance

Logward shall be under no obligation to arrange insurance for either the transports or the goods related to the data shared.

10. Logward's remuneration and billing

10.1. The Customer shall pay to Logward the remuneration agreed between the parties.

10.2. Unless otherwise agreed, Logward shall be entitled to invoice the Customer on a monthly basis for the Software Services provided in the previous month. The Customer must raise objections against the correctness of the invoice within a deadline of two weeks of receipt of the respective invoice in writing to the contact set out in the respective invoice. After expiry of the aforementioned deadline without such objection, the invoice shall be deemed accepted by the Customer.

10.3. Logward's remuneration claims shall be payable within 30 calendar days following the invoice date. After expiry of such period, Logward may charge default interest on the outstanding amount at an interest rate of 8 per cent. per year, however without prejudice to Logward's further rights and claims arising as a consequence of such default.

10.4. Payment shall be made by wire transfer or similar means to the bank account specified by Logward, in the currency set out in the price schedule, without deduction and free of costs and/or charges for Logward.

11. Customer's rights of set-off and retention

The Customer may only exercise a set-off or a right of retention against Logward's payment claims, if and to the extent that the Customer's due counter-claim is uncontested (unbestritten) or established by unappealable legal title (rechtskräftig festgestellt).

12. Logward's liability

12.1. Logward shall be fully liable to the Customer for any loss caused by death or personal injury, or caused with intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit), by Logward (including Logward's representatives (Vertreter) or vicarious agents (Erfüllungsgehilfen)).

12.2. If and to the extent that a loss was caused by ordinary negligence (einfache Fahrlässigkeit), Logward shall be liable to the Customer if Logward (including Logward's representatives (Vertreter) or vicarious agents (Erfüllungsgehilfen)) has breached a fundamental contractual obligation (wesentliche Vertragspflicht); a "fundamental contractual obligation" shall mean any obligation that is so fundamental for the purpose of the contract that its fulfilment is a precondition for the successful execution of the contract and the fulfilment of which may be expected by the Customer. In case of a breach of a fundamental contractual obliagtion, Logward's liability shall be limited to the foreseeable loss which must typically be expected to arise.

12.3. Logward's strict liability pursuant to § 536a of the German Civil Code (Bürgerliches Gesetzbuch) for deficits in the Software existing prior to the conclusion of the contract shall be excluded.

12.4. Logward shall not be liable for loss of data or information to the extent that the loss was caused by the Customer not having taken appropriate own measures of data backup with reasonable efforts.

12.5. Logward's liability for product liability in accordance with the German Product Liability Code (Produkthaftungsgesetz) shall remain unaffected.

12.6. In all cases other than those referred to in Clauses 12.1, 12.2, 12.5, Logward's liability for damages (Schadensersatz) shall be limited to the amount of EUR 5.000 per damage case; a "damage case" exists, if the Customer raises a claim out of or in connection with the Software Services, irrespective of its legal basis, against Logward as a result of a misconduct or defect for which Logward is liable.

12.7. In all cases other than those referred to in Clauses 12.1, 12.2, 12.5, Logward's liability for damages (Schadensersatz) shall be further limited to the amount of EUR 5.000 per damage event; a "damage event" exists, if one or several claimants raise several claims, irrespective of their legal basis, against Logward as a result of the same misconduct or defect for which Logward is liable.

13. No contractual responsibilities or liabilities towards third parties

All services provided by Logward are provided to the Customer only. Logward does not assume any responsibility or liability towards third parties unless such third parties have been expressly included by separate written agreement with Logward into the scope of contractual protection.

14. Subcontractors

Logward may make use of subcontractors. The use of subcontractors does not relieve Logward from its sole responsibility for the due provision of the Software Services towards the Customer.

15. No perpetual relationship

The use of the Logward App for one Shipment or several Shipments by the Customer does not establish any obligation for, or commitment or representation by, either party towards the other to use or provide the Logward App in the future. Any party may cease the business cooperation for the future at any time without express notice and reason after completion of the current Shipment(s).

16. Data protection

Logward shall obtain, save and process personal data in accordance with applicable legislation. The details are set out in Logward's Data Protection Declaration available on Logward's website at https://www.logward.com/privacy-policy. The Customer shall inform its employees and subcontractors accordingly.

17. Applicable law, place of jurisdiction

17.1. These GTC and each legal relationship to which these GTC apply shall be subject to German law excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2. All disputes arising out of or in connection with these GTC and each legal relationship to which these GTC apply shall be referred to the exclusive jurisdiction of the state courts in Bremen, Germany.