

Master Service Agreement

This Master Service Agreement and its terms govern your (the “**Customer**”) use of the Service(s) provided by Logmore Oy, Korkeavuorenkatu 35, FI-00130 Helsinki, Finland (“**Logmore**”). By using the Service(s), you acknowledge and agree that your use of the Service(s) is subject to these terms.

1. Definitions

Unless expressly otherwise stated or evident in the context, the following capitalized terms shall have the following meaning.

- 1.1 “**Affiliate**” means an entity which is a subsidiary or parent of, or under common control with, the Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty (50) per cent or more of the voting shares in such entity, or that other entity is able to direct the Party’s affairs or is able to appoint a majority of the members of the board of directors or an equivalent body.
- 1.2 “**Agreement**” means the agreement between the Customer and Logmore, consisting of these terms, service order form (if any), price list document (if any) and/or product description document (if any).
- 1.3 “**Cloud SLA**” means service level agreement for the Service, as describe in its then-current product description available at logmore.com/legal, and which can be ordered by the Customer in connection with the Service.
- 1.4 “**Customer Material**” means data or material uploaded by the Customer to the Service or otherwise communicated to or made available to Logmore on behalf of the Customer for the provision of the Service.
- 1.5 “**Enterprise Support**” means support service, as described in its then-current product description available at logmore.com/legal and which can be ordered by the Customer in connection with the Service.
- 1.6 “**Fees**” means the fees payable by the Customer to Logmore for the Service, as set out in clause 6.
- 1.7 “**Intellectual Property Rights**” means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
- 1.8 “**Party**” means Logmore or the Customer separately. Logmore and the Customer are together referred to as the “**Parties**”.
- 1.9 “**Service**” means (i) the provision of the Software available on a software as a service (SaaS) basis via the Internet at Logmore’s website and/or (ii) other services (including but limited to) Enterprise Support, as may be ordered by the Customer from time to time.
- 1.10 “**Software**” means Logmore’s proprietary software, including any changes, updates, upgrades, modifications and enhancements made thereto, and any related modules, add-ons, tools, browser plugins, interfaces and applications as well as any documentation relating thereto.
- 1.11 “**Term**” means the term, as agreed by and between the Parties for the Service, ordered by the Customer.

2. Service

- 2.1 The Software is designed to help the Customer in handling of data gathered by data logger devices. The Customer is responsible for how it uses this Service and for achieving its intended goals and results. It is the responsibility of the Customer to ensure that the output and results of the Service meet the Customer's expectations and requirements.
- 2.2 Other Services are described in their respective product descriptions available at logmore.com/legal. The Customer is responsible for how it uses these Services and for achieving its intended goals and results. It is the responsibility of the Customer to ensure that the output and results of the Service meet the Customer's expectations and requirements.
- 2.3 Logmore is entitled to produce the Service as it deems appropriate. The Customer acknowledges and accepts that Logmore may at its sole discretion further develop the Service and, as a result of this, the features made available on the Service may change. In the event of any material change to the Service, Logmore will inform the Customer on its website at logmore.com.
- 2.4 Logmore may provide assistance and support to the Customer upon request. If required, the Customer must allow Logmore to access the necessary information.
- 2.5 The Service does not include, and Logmore does not offer, any telecommunication or networking services or thereto related equipment, security services or systems. If the Customer requires any of the foregoing, the Customer must obtain such systems, services and equipment at its own expense from third party vendors.
- 2.6 The Customer undertakes not to use the Service for any unlawful purposes. The Customer also undertakes to comply with Logmore's reasonable directions and requests related to the Service.

3. User Accounts, Registration

- 3.1 In order to be able to be granted the right to use the Service, the Customer may be required to complete an online registration at web.logmore.com and may be required to take other actions as instructed by Logmore.
- 3.2 The Customer shall be responsible for its devices, systems, applications, connections and software as well as their functionality.
- 3.3 The Customer shall be responsible for ensuring that it maintains its user names and passwords diligently and do not disclose them to third parties. The Customer shall be responsible for all use of the Service when such Customer's user names and passwords are used.
- 3.4 The Customer shall change the password required for the use of the Service upon a request of Logmore if necessary due to data security risk to the Service.

4. Suspension of the Service

- 4.1 Logmore shall be entitled to suspend the provision of the Service for a necessary period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Service or if such suspension results from installation, change or maintenance work in respect of public communication networks. Logmore shall also be entitled to suspend the provision of the Service due to a data security risk to the Service or if law or administrative order requires Logmore to do so.
- 4.2 Logmore shall always have the right to suspend the Service, if the Customer is in default with its payment of the Fees due under these terms. The suspension can be continued until the Customer has paid all unpaid Fees.

4.3 Logmore may suspend the Service if the Customer ceases to conduct its business, is adjudicated in bankruptcy or liquidation or corporate restructuring, is found insolvent in recovery proceedings or if a material default in payment has been registered to the Customer.

4.4 Logmore shall be entitled to deny the Customer's access to the Service if Logmore reasonably suspects that the Customer burdens or uses the Service contrary to these terms, applicable laws or administrative orders or in a manner that jeopardises the provision of the Service to other users.

5. Rights of Use and Intellectual Property Rights

5.1 Subject to the Customer's compliance with all the terms of these terms and against due payment of the agreed Fees, Logmore grants to the Customer a non-exclusive, non-transferable, limited right to access and use the Service.

5.2 The Customer acknowledges and agrees that Logmore and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.

5.3 All rights, title and interest, including all Intellectual Property Rights in and to the Customer Materials shall belong to the Customer or a third party.

5.4 The Customer shall ensure that the Customer Material does not infringe upon any third party rights or applicable laws. By submitting any data to Logmore or to the Service the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit the data to Logmore or to the Service and have Logmore process such data for the purposes of the Agreement.

5.5 If the Customer comments the Service or provides suggestions or ideas for improving the Service, notwithstanding anything stated to the contrary in these terms, the Customer agrees that all such comments, suggestions and ideas thereof will be fully assigned to Logmore and hence Logmore shall own all rights to use and incorporate them into its Service or elsewhere.

5.6 If the Customer has retained the Service from Hellmann Worldwide Logistics SE & CO. KG or from its affiliate, the contract between that supplier and the Customer shall govern the use of Service (where appropriate).

6. Fees

6.1 The Service is subject to the Fees set out in Logmore's then current price list document, if not agreed otherwise in writing. The Fee shall be invoiced in advance or in arrears, and monthly or annually, depending on the subscription, if not agreed otherwise in writing. The payment term is 14 days from the date of the invoice, if not agreed otherwise in writing.

6.2 Logmore may change the Fees from time to time upon thirty (30) days prior notice. The change shall not affect the Fees for subscription periods commenced before the effective date of the change. In case of a price change the Customer shall be entitled to terminate the Agreement to end on the effective date of the price change by notifying Logmore thereof in writing.

6.3 The Fees are exclusive of value-added tax (VAT) or other sales taxes, levies or public payments. They are added to the prices in accordance with the then-current regulations and rates.

7. Warranties

- 7.1 Logmore undertakes that the Service will substantially comply with the description of the Service as set out in clause 2.1 and 2.2 above.
- 7.2 The warranty at clause 7.1 above shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to Logmore's instructions, or modification or alteration of the Service by any party other than Logmore.
- 7.3 If the Service does not conform with the warranty at clause 7.1 above, Logmore will, at its expense, use all commercially reasonable endeavours to correct any such non-conformance promptly. Such correction of the Service constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1 above. Notwithstanding the foregoing, Logmore:
- 7.3.1 does not warrant that the Customer's use of the Service will be uninterrupted or error-free; nor that the Services, and/or the information obtained by the Customer through the Service will meet the Customer's requirements; and
- 7.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 To the extent allowed by mandatory law, Logmore does not have any other responsibility or liability for the Service. The Service is provided "as is" and "as available" and Logmore expressly disclaims all other express or implied warranties, including but not limited to the warranties of merchantability, correctness and fitness for a particular purpose.

8. Confidentiality

- 8.1 Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential, and may not use such material or information of the other Party for any purpose other than for the proper fulfilment of the Agreement. The confidentiality and non-use obligations shall not, however, be applied to material and information: (a) which is generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto or breach of confidentiality obligations.
- 8.2 Notwithstanding the confidentiality provisions, Logmore may collect, analyse, and use aggregated, de-identified technical data, data collected by the Service and related information (such as product or feature usage, device metrics/metadata etc.) for development purposes as long as the information is in a form that does not identify or is not attributable to any individual or company.
- 8.3 Each Party shall promptly upon termination of the Agreement (or when the Party no longer needs the material or information in question for the purposes of the Service) cease using confidential material and information received from the other Party and, unless the Parties separately agree on destruction of such material, return the material in question (including all copies thereof). Each Party shall, however, be entitled to retain the copies required by law or regulations and Logmore may use and retain the information in the connection with clause 9.2.
- 8.4 The confidentiality and non-use obligations set out herein will remain in force for five (5) years from the disclosure of each respective confidential material and/or information except that the foregoing time limit shall not apply to trade secrets.

9. Term and Termination

- 9.1 The Agreement shall, unless otherwise terminated as provided in this clause 9, commence when the Customer has placed an order for the Service and/or initiated using the Service, and continue for the term as agreed for the Service ordered by the Customer. If no term is agreed on, each Party is entitled to terminate the Agreement for convenience by giving a three (3) months prior written notice to the other Party. Logmore may also give this notice in the Service.
- 9.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Agreement without liability to the other if:
- 9.2.1 the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or
 - 9.2.2 the other Party is in material breach of the terms and conditions of these terms and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.
 - 9.2.3 Logmore shall be entitled to terminate the Agreement with immediate effect and without any obligation to pay damages or any other liability to the Customer where the Customer has itself used or allowed any third party to use the Service contrary to these terms or when a serious data security threat so demands.
- 9.3 On termination of the Agreement for any reason:
- 9.3.1 the Customer shall immediately cease using the Service;
 - 9.3.2 Logmore may destroy or otherwise dispose of any of the Customer Material in its possession unless Logmore receives, no later than ten (10) days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Material. Logmore shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Logmore in returning or disposing of Customer Material.
- 9.4 Upon termination for any reason, no paid Fees will be returned by Logmore, and the Customer is obliged to pay the Fees past due at the effective date of such termination. In the event that Fees are not fully paid when due or the obligations set out in these terms are not otherwise followed by the Customer, Logmore reserves the right to terminate the Customer's right to use the with immediate effect.

10. Processing of Personal Data

- 10.1 The Parties shall comply with applicable data protection Laws (including 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) in connection with their processing of personal data under this Agreement.
- 10.2 In case the performance of this Agreement requires a Party to act as a data processor with regard to any personal data controlled by the other Party, such entity is deemed to process such data strictly on behalf of the other Party and shall act only on the written instructions of the other Party. In such case, the Data Processing Addendum, available at logmore.com/legal is applied by and between the Parties.

11. Liability

- 11.1 The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed the amount of Fees paid by the Customer to Logmore for the Service during the three (3) months immediately preceding the event giving rise to liability. A Party shall not be liable for any indirect, incidental, or consequential damages, loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data.

12. Amendments

- 12.1 Logmore reserves the right, at its sole discretion, to modify or replace these terms at any time. Logmore will provide to the Customer a notice on this on its website at logmore.com/legal. If the Customer does not accept the amended terms, the Customer shall be entitled to terminate the Agreement within thirty (30) days from the effective date of the change by notifying Logmore thereof in writing.

13. General

- 13.1 Logmore informs the Customer that on behalf of Logmore, no Logmore employee, representative or affiliate has the authority to make any modification, extension or addition to these terms and/or agree on the Service subject to any other terms (including but not limited to any standard terms of the buyer) than the terms.
- 13.2 Neither Party may assign the Agreement without other Party's prior written consent. Logmore shall, however, be entitled to assign the Agreement in whole or in part to its Affiliates and in connection with a merger or acquisition process including but not limited to the transfer of business and/or any other corporate transaction or restructuring without the Customer's prior written consent.
- 13.3 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.
- 13.4 All notices under these terms shall be made in writing.
- 13.5 The Agreement constitute the entire agreement with respect to its subject matter and replaces and supersedes any prior written and/or verbal communications.
- 13.6 If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent.
- 13.7 Logmore shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Sales Contract, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when Logmore is the target or party to such action. A force majeure event suffered by a subcontractor of Logmore shall also discharge Logmore from

liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Logmore shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

- 13.8 The Agreement is interpreted, construed and governed exclusively in accordance with the laws of Finland, without reference to its choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 13.9 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances. The language of arbitration shall be English.
