

## General Terms and Conditions – Unifaun Services

29 March 2017

### 1. GENERAL

- 1.1. These General Terms and Conditions apply between Unifaun AB, Swedish corp. ID no. 556546-3717, or any of its subsidiaries, Unifaun Oy, Finnish corp. ID no 2304024-0, Unifaun Aps, Danish corp. ID no. 34708584, Unifaun AS, Norwegian corp. ID no. 816269032 or Unifaun Sp.z.o.o, Polish corp. ID no 7010419247, (hereinafter Unifaun), and the other party (hereafter the Customer) upon the Customer's use of online services, software, support functions and instructions provided by Unifaun (hereinafter the Service).
- 1.2. By signing the separate agreement document and/or ordering the Service via the form indicated by Unifaun and/or making payment to Unifaun or using the Service, the Customer undertakes to comply with these General Terms and Conditions
- 1.3. These General Terms and Conditions apply unless otherwise agreed in writing between the Parties.

### 2. AGREEMENT PERIOD

- 2.1. This contract is valid until further notice from the date of ordering the Service using a form provided by Unifaun or upon the initial use of the Service or by a signature on a special contract document based on these General Terms and Conditions.
- 2.2. The Customer and Unifaun have a mutual right to cancel the Agreement at a month's notice. Cancellation shall be in writing or on the form that is shipped with the Service. Any written cancellation by the Customer must be received by Unifaun at least one month before the start of the subsequent chargeable period. If the cancellation is received later than that date, Unifaun will be within their rights to charge the Customer for a further period.
- 2.3. Provisions concerning cancellation with immediate effect can be found in paragraph 16 below.

### 3. LICENCE

- 3.1. By this Agreement Unifaun grants the Customer a non-exclusive, non-transferable right to use the Service for own use in compliance with the terms stated in this contract (hereinafter "Licence"). The term *own use* as mentioned in the Agreement refers to use within the Customer's normal business activities. Group partners, cooperative partners, consultants, suppliers, vendors and other contractors to the customer can be given temporary access to the Service to carry out integration work, but may not, without a special agreement between the Customer and Unifaun permitting multiuse, use the Customer's licence, permanently or as part of the Customer's normal business use.
- 3.2. If the Licence is limited to a certain number of users then along with the uses a named person with the Customer shall be entered into the Service with his personal log-in details. No more than one user may use the same log-in details, and each user must log in using his own personal log-in details.

### 4. DELIVERY AND INSTALLATION

- 4.1. Online services and other software become available within a reasonable amount of time for the Customer once Unifaun has approved the 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 Unifaun.

- 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 Customer has received the product, upon which the risks associated with the product are transferred. Unless otherwise agreed, the Customer himself is responsible for the installation of product.

## 5. SUPPORT

- 5.1. Support comprises of help to solve problems experienced by the Customer relating to the use of the Service or the functionality of the Service. Support is for the Service only and not the system that the Service interacts with, such as a computer, operative system, drivers or any other business systems installed by the Customer.
- 5.2. Support aims at helping the Customer's staff to remedy problems. Information or assistance to the Customer during introduction or increased use of the Service in the shape of implementation or installation work, training, exemplification or similar is not categorised as support but can be ordered by the Customer at an agreed price.
- 5.3. Support is provided to the extent as laid down in a special contractual document. In the event of no other contractual document other than these terms and conditions being applicable, Support shall comprise of at most two hours per calendar month.
- 5.4. Support is given to a representative of the Customer who is well versed 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 Support tasks *vis-à-vis* Unifaun shall be three at most unless otherwise agreed.
- 5.5. The Customer shall be offered support via telephone, e-mail, online support and help documentation.
- 5.6. Support shall be made available from September to May within 24 hours, and from June to August within 48 hours, calculated from the time Unifaun receives the request for support from the Customer. Support shall be available on normal workdays between 8 a.m. and 5 p.m. CET. Unifaun reserves the right to defer, discontinue and/or interrupt telephone support requested at other times or that extends beyond those times. Unifaun reserves the right to make reasonable changes to the opening times, contact information, etc. Any such adjustments are stated on Unifaun's websites [www.unifaun.se](http://www.unifaun.se) or [www.unifaunonline.se](http://www.unifaunonline.se) or on websites or pages that supplement or replace these.

## 6. UPGRADES

- 6.1. Upgrades in this Agreement 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 or the same with regard to operation.
- 6.2. Unifaun 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 the associated support programs for which the Customer could have locally installed components.
- 6.3. In the case of locally installed Services, Unifaun 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 Unifaun. The Customer is responsible for the installation of any local upgrades. Unifaun 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. Unifaun shall endeavour, as far as possible, to provide support for different carriers. As individual carriers create new services and change their existing services and Unifaun receives information about such changes, Unifaun shall endeavour to create support for these. However, Unifaun cannot guarantee that all changes and/or services shall at all times be supported by the Service. Under certain circumstances certain services from certain carriers may not be supported by the Service, even though Unifaun 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 Unifaun does not have a commercially viable possibility of providing ongoing support to carrier services with a small number of users at Unifaun, even in cases where Unifaun 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 ordered Service supports the desired services.

## 7. FURTHER DEVELOPMENT

- 7.1. Unifaun 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. Unifaun 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 Unifaun. Unifaun 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. Unifaun is under no obligation to carry out any development work without a written purchase order from the Customer.
- 7.2. Unifaun is under no obligation to carry out upgrades or any other maintenance to a specific further development without a written agreement with the Customer.

## 8. SECURITY AND CONTROL SYSTEMS

- 8.1. Unifaun is responsible for establishing the security and control systems necessary to prevent unauthorised or otherwise erroneous transactions. Unifaun shall not assume responsibility for unauthorised or otherwise erroneous transactions made using the Service. The Customer shall indemnify Unifaun for any third-party claims in connection with erroneous or unauthorised transactions surrounding the use of the Service.
- 8.2. In all contact with Unifaun with reference to the Agreement the Customer shall be prepared on request from Unifaun to state their customer number and provide accurate information about their computer system and its underlying structure, any interruption of service the Customer may be experiencing and the impact that may have on the Customer's business in general.
- 8.3. The customer number must 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 Unifaun 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. In the event of the Service handling information from systems belonging to the Customer, or others on the Customer's side, the information shall be made available in a format as specified by Unifaun. Details of the current format are available at [www.unifaunonline.se](http://www.unifaunonline.se) or pages that supplement or replace this. If the format is not as specified by Unifaun then the function cannot be guaranteed. It is up to the Customer to adapt their computer system to suit file specifications that have been changed due to changes being made by carriers. Unifaun undertakes, to a reasonable extent and at a market price, assist the Customer with any such adaptation.
- 8.5. The transaction history that is generated by the Customer using the Service is stored by Unifaun. Each transaction is stored for a minimum of six months. The Customer is entitled, where applicable and at the market price, to view the transaction history during the Agreement period. If the transaction history contains information that pertains to an identified or identifiable person, Unifaun reserves the right to change, block or erase such personal information.

## 9. THE CUSTOMER'S COMPUTER ENVIRONMENT

- 9.1. The Agreement is subject to the Customer having the necessary technical equipment to be able 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 further developments.

- 9.2. At the time of delivery, installation or further development that Unifaun has been commissioned to carry out for the Customer, it is the responsibility of the Customer to ensure that Unifaun has access to the premises, hardware and software, information and anything else necessary for the completion of the task.
- 9.3. The Customer shall ensure that these IT systems do not, by themselves or together with other systems, generate or permit the excess use of the Service to an extent that greatly limits the Service's functionality. In the event of any such excess use, Unifaun reserves the right to deny the Customer access to the Service, including the internet connection to Unifaun's servers, with immediate effect.
- 9.4. The Customer is obligated at all times to follow the rules for data security that Unifaun will periodically issue. Unifaun 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. Some versions of the Service contain functions for managing EDI communication. Unifaun shall have the option of increasing or withdrawing 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 have satisfied the 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. Unifaun 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 Unifaun that are attributable to the Customer's EDO communication, API calls or similar.

## 11. LICENCE FEE

- 11.1. The Customer shall pay Unifaun 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 Unifaun'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 an 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 Unifaun staff costs. Unifaun is entitled to invoice such costs periodically, for which the same invoicing principles shall be applied as for the Licence Fee.
- 11.4. Unifaun shall be entitled, but not obliged, to adjust the Licence Fee during the Agreement period. Unifaun 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 Unifaun in writing of their 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 came into Unifaun's possession. The previous Licence Fee shall continue to apply during the notice period. Should the Customer not provide Unifaun with a written notification of their disapproval of the adjustment within the time allotted, the Customer shall be considered to have accepted the new Licence Fee.
- 11.5. Unifaun reserves the right, from each calendar year, to revise prices in line with the figures published by Statistics Sweden in their Labour Cost Index for salaried employees (LCI TJM) without prejudice to the Client's option to terminate the contract prematurely.

11.6. In line with Unifaun's environmental policy, Unifaun will charge an invoicing fee based on the invoicing administration costs at the time for paper invoices when the option exists for electronic invoices.

11.7. Unifaun is not liable to reimburse any fees to the Customer upon the termination of this Agreement. This also applies to any unutilised part of a Licence Fee.

## 12. RIGHTS

12.1. Copyright and other rights to the Service and any result of a service carried out by Unifaun concerning the Service shall fall to Unifaun. The Agreement does not signify that the Customer receives any right other than the right of use as laid down in the Agreement.

12.2. The right of ownership to any developments, copyright protected or otherwise, of the Service that arise in connection with the completion of the Agreement shall fall to Unifaun and shall be considered covered by the Agreement. The Customer is, however, fully entitled to utilise such developments as long as the Agreement remains in force. At the same time, Unifaun 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 Unifaun.

## 13. HANDLING OF CUSTOMER INFORMATION AND PERSONAL DATA

13.1. Unifaun, other companies in the Unifaun group and Unifaun's cooperative partners and contractors 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, Support and information about Unifaun's other services, market and customer analyses, business and method development, as for statistical purposes.

13.2. Through the provision of the Service or to provide complementary, supporting or compensatory functions for 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. Unifaun, other companies in the Unifaun group and Unifaun's cooperative partners and contractors reserve the right to use personal data that the Customer submits in connection with the use of the Service and whose handling is necessary in order for Unifaun to be able to fulfil its Agreement with the Customer, fulfil its obligations as set out in law, or which is in the legitimate interests of the Customer or Unifaun 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 information will always be handled in accordance with the applicable legislation, good practice and with respect to personal privacy. For more specifics governing Unifaun's handling of personal data on assignment of the Customer, the Parties have made a separate Personal Data Assistance Agreement as set out in the Appendix. That which is set out in the Personal Data Assistance Agreement concerning personal data shall take precedence over these General Terms and Conditions.

## 14. LIMITATION OF LIABILITY

14.1. A Party is discharged from his obligations according to the Agreement and from any liability to pay damages if the Party's obligations cannot at all be fulfilled, or fulfilled only at an unreasonably high cost, due 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 Unifaun or other party with whom Unifaun cooperates is prevented from providing the Service due to such circumstances as these.

- 14.2. Unifaun is not responsible for damages due to errors upon the printout of waybills or other documents. Unifaun is not responsible for damage that occurs due to errors upon the transfer of information from or to the Customer. Unifaun is not responsible for damages resulting from computer or telecommunications errors. Unifaun is not responsible for damage that occurs due to errors or defect in the Customer's original information to the Service. Neither is Unifaun responsible in any case for the Customer's and/or a third party's handling of information received from the Service or the Customer's and/or third party's processing of the Customer's own number series.
- 14.3. Unifaun is not responsible for damages due to the Service having contain a computer virus or similar fault. By virtue of this Agreement, the Customer accepts that the software may contain programming errors, known as bugs. The Customer therefore agrees and accepts that a certain freedom from programming errors cannot be achieved within the software industry.
- 14.4. Unifaun is not responsible for damages due to interruptions in the Service. Unifaun reserves the right to make planned interruptions in the Service for repairs, improvements or updates of the Service. If possible, the Customer will be notified of such interruptions in a reasonable amount of time via [www.unifaun.com](http://www.unifaun.com) or in the relevant online service, and be done within the indicated service window. If the Service has been out of order for a considerable portion of the calendar month, the Customer shall be entitled to a price reduction corresponding to the time the Service has been out of order. The right to a price reduction according to this paragraph does not apply to those compensations that are based on the number of transactions or other transaction-based fees.
- 14.5. Unifaun assumes no responsibility for any violation of copyright or other intellectual property right if the Customer uses the services on another market than that on which it is offered or in a manner that is not intended.
- 14.6. Unifaun is not responsible for damage caused by or attributable to a Service provided at no cost to the Customer.
- 14.7. The Agreement on transport is entered into between the Customer and the Carrier directly. Unifaun is not party to the contract concerning transport services, and thus bears no responsibility for the Carrier's performance of the transport service. Unifaun is not responsible for all services with each Carrier at all times being supported in the Service. It may occur that the services from certain Carriers are not supported in the Service, or in a part of the Service, e.g., integrations, in spite of Unifaun stating in the marketing material that it has support for the Carrier in question. It is incumbent upon the Customer periodically to check that support for the desired transport service is available in the ordered Service. Unifaun reserves the right to expand or to withdraw current support for EDI communication to specific Carriers if modified requirements from Carriers and other parts warrant this.
- 14.8. Unifaun compensates the Customer only for direct costs that are reasonable and that have arisen as a direct consequence of Unifaun's negligence. The Customer is therefore not entitled to compensation for indirect costs or losses, for example, the loss of data or information, lost profits or other consequential damages. The Customer must present his demands against Unifaun no later than one (1) months after the customer has become, or should have become, aware of the circumstance on which the demand is based. If no demand is presented within this time period, the Customer forfeits his right to compensation from Unifaun.
- 14.9. Notwithstanding that which is stated above, Unifaun's total liability, including price deductions, pursuant to the contractual relationship between Unifaun and the Customer is limited to the amount that the Customer has paid

to Unifaun in compensation for the Service during the most recent 12-month period prior to the demand being presented, and in which case the amount is limited to a maximum of three basic amounts according to the National Insurance Act (SFS 2010:110).

## 15. CONFIDENTIALITY

15.1. The Parties are obliged, without limitation in time, not personally or through another party to divulge 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 this contract,
- b) A Party can demonstrate that it already knew before it received such information from the other Party,
- c) A Party can demonstrate that he received or will receive 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 they are also obliged to observe the same confidentiality as the Party.

However, in those cases stated under c) above, the Customer is not entitled to reveal to outside parties that the same information has also been received from Unifaun according to the Agreement.

15.3. The Customer is obliged to ensure that employees, board members, consultants and other contractors of the Customer do not convey confidential information to unauthorised persons. It is thereby incumbent upon the Customer to ensure that those persons who may be assumed to come into contact with confidential information observe confidentiality to the same extent that the Customer must do according to this Section 15.

## 16. EARLY CANCELLATION

16.1. Each Party shall have the right to cancel this 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 the other 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 their 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 in accordance with the Agreement will not be rightly performed; or

- c) the other Party has been declared or can be expected to be declared by Swedish, 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.

## 17 CONSEQUENCES OF CANCELLATION

17.1 In the event that Unifaun should have the right to terminate the Agreement with immediate effect in accordance with paragraph 16, Unifaun is not obliged to repay the Licence Fee to the Customer. This shall also apply to any unutilised part of a Licence Fee.

## 18. AMENDMENTS AND SUPPLEMENTS

18.1. In order to be binding, any amendments or supplements to the Agreement shall be made in writing and duly signed by the Parties.

18.2. Unifaun reserves the right to modify these General Terms and Conditions during the Agreement period. Unifaun 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 Unifaun 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 Unifaun. The previous wording of these General Terms and Conditions shall continue to apply during the notice period. If the Customer provides Unifaun with no such written notification of their disapproval of the amendments within the time allotted, the Customer shall be considered to have accepted the changes.

## 19. TRANSFER

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

19.2. 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 Unifaun 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 Swedish, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

## 20. NOTIFICATIONS

20.1. Notifications sent to a Party's most recently notified postal address, fax number 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.

20.2. Notifications from Unifaun 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.

- 20.3. Notifications to the Customer from Unifaun 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 Unifaun has not received any message indicating a failure in the transfer of the notification.
- 20.4. In addition to that which is stated in 20.1, general notifications from Unifaun to the Customer, which concern all or most 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.unifaun.se](http://www.unifaun.se) or [www.unifaunonline.se](http://www.unifaunonline.se) or other pages that supplement or replace them.
- 20.5. It is the responsibility of the Party that changes postal address, telephone number, fax number or e-mail address to immediately notify the other Party in writing. This also applies to the details of contact persons at the Customer's premises when such change. Unifaun shall be notified when a contact person at the Customer's premises shall no longer be sent notifications. Should either Party fail in this respect that Party shall always be responsible for the damage that may arise due to notifications not reaching them.

## 21. DISPUTES

- 21.1. When the Unifaun company, as a party to the agreement, is domiciled in Sweden, or in a country other than Finland, Estonia, Latvia, Lithuania, Denmark or Norway, disputes that arise with regard to this Agreement shall be finally settled through arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC).
- 21.2. The Rules for Simplified Arbitration shall be applied unless the SCC, 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 the latter case, the SCC shall also appoint an arbitration tribunal consisting of one or three arbitrators
- 21.3. The venue of arbitration shall be Stockholm. The language of arbitration shall be English. The dispute shall be subject to Swedish law.
- 21.4. When the Unifaun company, as a party to the contract, is domiciled in Finland, Estonia, Latvia or Lithuania, disputes pertaining to the application or interpretation of the Agreement or the thereby associated legal relationships shall be settled by arbiters according to Finnish legislation concerning arbiters. The Arbitration Board, that shall convene in Helsinki, shall apply the judicial procedure rules concerning the aggregation of cases, voting, and the rules on the division of court costs. However, Unifaun shall be entitled to raise a claim for compensation or compulsory measures against the Customer at the public courts pursuant to unlawful duplication or dissemination of Products to the public. The proceeding shall be held in English.