

# AUTOSTORE SOFTWARE TERMS

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## AUTOSTORE GENERAL SOFTWARE TERMS

### 1 INTRODUCTION

- 1.1 These General Software Terms (the "**AutoStore General Software Terms**") and any AutoStore Software and Services product specific terms (the "**Product Specific Terms**"), together the "**AutoStore Software Terms**", apply to Your use of AutoStore Software and Services to which You have been given access either by AutoStore through a commercial agreement or other arrangement (the "**AutoStore Agreement**") or through a Distributor Agreement. The AutoStore Agreement, the General Software Terms and any applicable Product Specific Terms are together referred to as the "**Agreement**".
- 1.2 Capitalized terms and expressions not defined where they are used shall have the meaning set out in Clause 16.
- 1.3 Additional Product Specific Terms may apply to the AutoStore Software and Services or specific features therein used by You, which will in such cases be made available by AutoStore. In the event of conflict or inconsistencies between these AutoStore General Software Terms and Product Specific Terms, the latter shall prevail.
- 1.4 The AutoStore Software Terms govern Your use of the AutoStore Software however they were acquired or accessed, including without limitation directly from AutoStore, through a Distributor, reseller, online app store or other marketplace. The AutoStore General Software Terms do not govern any maintenance or support services, and does not give you the right to receive any such services from AutoStore.
- 1.5 If You do not agree to the AutoStore Software Terms, You should not start using the AutoStore Software and Services. If you do not agree, you do not have the right to access or use the AutoStore Software and Services.
- 1.6 Pursuant to Your Distributor Agreement, You may receive certain Value Adding Services. Such Value Adding Services, regardless of whether they have been performed by a Distributor or a designee of such Distributor (which in some cases may be AutoStore), are solely regulated by Your Distributor Agreement, not by the AutoStore Software Terms.

### 2 LICENSE TO THE AUTOSTORE SOFTWARE AND SERVICES

- 2.1 Subject (i) Your continued compliance with the terms of the Agreement and, where applicable, Your Distributor Agreement; and (ii) the timely payment of the applicable license fees, AutoStore hereby grants to You a non-exclusive, non-transferable, non- sublicensable limited right to install, subscribe to and/or access (as the case may be) and use the AutoStore Software and Services, in the version made available to You by AutoStore or by a Distributor
  - (a) solely for Your internal business purposes, unless otherwise separately agreed in a written agreement with AutoStore;
  - (b) for the purpose of implementing, configuring, monitoring or using an AutoStore System;
  - (c) in accordance with the AutoStore Documentation provided for the AutoStore Software and Services; and
  - (d) solely within the usage capacity, number of permitted terminals and/or number of users agreed with AutoStore or a Distributor.
- 2.2 Limitations with respect to e.g. the duration, capacity, number of users, installations or sites applicable to Your license

- pursuant to Clause 2.1, as well as the fees payable by You in respect thereof, are set out in Your Distributor Agreement or, where applicable, the AutoStore Agreement. Additional limitations or conditions may be set out in the Product Specific Terms specific to Your AutoStore Software and Services.
- 2.3 Your right to use the AutoStore Software and Services will cease upon the earlier of (i) the expiration, termination or suspension of Your Distributor Agreement (where applicable) or the Agreement; or (ii) the expiration, termination or suspension of Your rights pursuant to the AutoStore Agreement.
- 2.4 Licensing terms deviating from those set out above in this Clause 2 may apply to certain AutoStore Software and Services if and only to the extent included in Product Specific Terms specific for the AutoStore Software and Services expressed to deviate from these AutoStore General Software Terms.
- 2.5 Some AutoStore Software and Services includes features or functionality involving the extraction of Data directly or indirectly from your AutoStore System, in which case the Product Specific Terms for AutoStore's Data Enabled Features will apply in addition to these AutoStore General Software Terms.

### 3 SAAS-SERVICE

- 3.1 The AutoStore Software and Services may be provided to You in the form of access to the AutoStore Software and Services through the internet as-a-service' ("**SaaS**").
- 3.2 Access to such SaaS AutoStore Software and Services will be provided through cloud infrastructure as described in AutoStore Documentation and as amended by AutoStore from time. Additional Product Specific Terms concerning Your subscription to the SaaS delivery of the AutoStore Software and Services may apply, and will in such cases be made available for the AutoStore Software and Services by AutoStore or Your Distributor.
- 3.3 The Parties agrees that the infrastructure services provided by AutoStore in order to make the AutoStore Software and Services available to You as a SaaS are not intended to provide You with data storage or hosting capabilities. The infrastructure made available by AutoStore is solely intended to enable You to access and use the AutoStore Software and Services. AutoStore may define limitations on usage capacity, storage and performance to a level AutoStore deems necessary in the Product Specific Terms for Your use of the AutoStore Software and Services. Infrastructure services may be provided by third parties, which may be subject to replacement from time to time.

### 4 YOUR USE OF THE AUTOSTORE SOFTWARE AND SERVICES

- 4.1 You may not, directly or indirectly:
  - (a) use the AutoStore Software and Services or any parts thereof for any other purpose than set out in Clause 2.1;
  - (b) use the AutoStore Software and Services beyond the scope of the license and/or capacity purchased;
  - (c) alter, modify, translate, copy, reproduce or create or prepare derivative works of the AutoStore Software and Services or any parts thereof, or make any attempt to do so;
  - (d) decompile, disassemble, translate, or otherwise reverse engineer the AutoStore Software and Services or any parts thereof;

- (e) allow unauthorized persons to access or use Your account to the AutoStore Software and Services, unless upon AutoStore's written consent;
- (f) transfer, resell, sublicense or assign the right to use the AutoStore Software and Services or an interest in them to another individual or entity without AutoStore's written consent;
- (g) attempt to gain unauthorized access to any portion or feature of the AutoStore Software and Services, or any other systems or networks connected to the AutoStore Software and Services, by hacking, password "mining" or any other illegitimate means;
- (h) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the AutoStore Software and Services, in whole or in part;
- (i) "frame" or "mirror" the AutoStore Software and Services or any portion of it on any other server or device then prescribed by AutoStore or a Distributor without the prior written consent of AutoStore;
- (j) Use the AutoStore Software and Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or Intellectual Property Rights;
- (k) use the AutoStore Software and Services: (i) in a manner that violates any local, national, foreign or international law; or (ii) to interfere with or disrupt the AutoStore Software and Services; or
- (l) use the AutoStore name, trademark or logo without a license thereto from AutoStore.
- (m) You are solely responsible for protecting Your own account password and account information. You shall keep accounts and authentication credentials providing access to AutoStore Software and Services secure and confidential. You must notify AutoStore without undue delay about any misuse of your accounts or authentication credentials or of any security incident You become aware of.

## **5 MONITORING AND ENFORCEMENT**

- 5.1 AutoStore shall have the right to verify compliance with the terms of the Agreement and license limitations pursuant to Clause 2.2, through reasonable audits, monitoring of Your use of the AutoStore Software and Services and other appropriate technical measures.
- 5.2 You acknowledge that AutoStore may, from time to time and depending on the means of monitoring available with respect to each AutoStore Software and Services;
- 5.3 monitor and audit Your use of the AutoStore Software and Services, including the number of users having access to the AutoStore Software and Services, etc.;
- 5.4 monitor and investigate any violations of the terms set out in Article 4.1 or other misuse of the AutoStore Software and Services; and
- 5.5 monitor, investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity.
- 5.6 AutoStore may remove, disable access to or modify any material or resource that AutoStore believes violates the Agreement.
- 5.7 AutoStore may report any activity that it suspects violates applicable law or regulations to appropriate authorities. Nothing in this Agreement shall limit in any way AutoStore's rights and remedies at law or in equity that may otherwise be available.
- 5.8 You undertake to provide AutoStore with necessary access to Your premises, Data, personnel and computer systems

necessary to audit, monitor and enforce its rights under this Agreement. AutoStore may use third party vendors to this effect.

## **6 UPDATES**

- 6.1 AutoStore and its licensors have no obligation to provide updates, bug fixes or error correction under these General Software Terms.
- 6.2 Any bug fixes or error correction to the AutoStore Software and Services, and updates and upgrades to the AutoStore Software and Services installed under Your AutoStore Agreement or a Distributor Agreement, shall be deemed and shall constitute part of the AutoStore Software and Services and shall be subject to the terms of the Agreement.

## **7 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The AutoStore Software and Services may contain third party Intellectual Property Rights such as open source licensed software components. You shall not hold AutoStore responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party Intellectual Property Rights.
- 7.2 You agree to comply with any applicable third party terms that have been made available to you when using the AutoStore Software and Services.

## **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 AutoStore and its licensors and suppliers retain all rights to intellectual and intangible property relating to the AutoStore Software and Services, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other Intellectual Property Rights therein unless otherwise indicated.
- 8.2 With the sole exception of the license granted pursuant to Clause 2 above, nothing in the Agreement shall be construed to transfer or license any Intellectual Property Rights from AutoStore, or any of its licensors or suppliers to You or any third party.
- 8.3 You acknowledge that any and all Intellectual Property Rights to the AutoStore System, the AutoStore Software and Services and any AutoStore Documentation or other materials that You are given access to by AutoStore, including any amendments, modifications, changes or improvements made thereto, shall be the sole and exclusive property of AutoStore, or its licensors or suppliers (as the case may be). To the extent You provide any suggestions or comments related to the AutoStore Software and Services, AutoStore shall have the right to retain and use any such suggestions or comments in current or future AutoStore software or services (including the AutoStore Software and Services), without your approval or compensation to You.
- 8.4 If a third party asserts to You that the AutoStore Software and Services or the AutoStore System infringes any third party Intellectual Property Rights, then You agree to inform AutoStore in writing as soon as possible. AutoStore, or whoever AutoStore appoints, shall deal with the claim at its own expense. You shall, to a reasonable extent, assist AutoStore in the defence of such third party claim.

## **9 SECURITY, PRIVACY AND DATA PROTECTION**

- 9.1 Depending on the delivery model for the AutoStore Software and Services, AutoStore may collect and use certain personal data concerning the users of the AutoStore Software and Services to provide the AutoStore Software and Services. Further information on how AutoStore processes personal data may be found in AutoStore's privacy policy, available at <https://autostoresystem.com/privacy-policy/>.

9.2 Additional privacy and security details may be set out in the Product Specific Terms and, where applicable, a Data Processing Agreement between You and AutoStore.

#### 10 CHANGES TO THE AUTOSTORE SOFTWARE TERMS

10.1 AutoStore may make any change to the AutoStore Software Terms as deemed necessary and/or appropriate by AutoStore. The amended terms will be made available to You by Your Distributor or by AutoStore at <https://www.autostoresystem.com/sw-terms>.

10.2 Changes as set out in Clause 10.1 will take effect (i) for new AutoStore Software and Services purchases; as of the date such AutoStore Software and Services are made available to You; and (ii) for already purchased AutoStore Software and Services; as of the earlier of (a) the date of Your next order, renewal, license payment, upgrade or update for the AutoStore Software and Services in question; or (b) the date falling six (6) months after the amended terms have been made available to You as set out in Clause 10.1.

10.3 Depending on the applicable version or delivery model of the AutoStore Software and Services used by You, AutoStore may notify and make available any amendments made to the General Software Terms through the user interface of the AutoStore Software and Services.

#### 11 DURATION, SUSPENSION AND TERMINATION

11.1 These General Software Terms will be effective upon Your first installation or use of AutoStore Software and Services.

11.2 The General Software Terms will remain in force for the duration of your license or subscription term pursuant to the AutoStore Agreement or Distributor Agreement (as applicable), unless and until terminated in accordance with the terms thereof.

11.3 Further, AutoStore may terminate these terms with immediate effect, if: (a) You have breached any provision of the General Software Terms, the AutoStore Agreement or the Distributor Agreement; (b) AutoStore is required to do so by law; or (c) if You refuse to accept any amendments implemented in accordance with Clause 10.

11.4 If there is a breach as set out in Clause 11.3 (a), and the breach is curable within 30 days, AutoStore or Your Distributor must provide You with a 30 days' notice before termination and an opportunity to cure the breach.

11.5 AutoStore may also suspend Your access to AutoStore Software and Services which is not perpetual and irrevocable if AutoStore has a reasonable suspicion of Your breach of the General Software Terms, the AutoStore Agreement or the Distributor Agreement. Suspensions shall be temporary, and only remain in effect until AutoStore has been given reasonable time to investigate the grounds for its reasonable suspicions.

11.6 Upon termination or expiry of these AutoStore General Software Terms, You shall immediately cease any use of all AutoStore Software and Services, unless otherwise set out in the applicable Product Specific Terms.

#### 12 CONDITIONS AND DISCLAIMER OF WARRANTIES

12.1 To the extent not prohibited by applicable law, and subject to the terms which may be set forth in the AutoStore Agreement or Distributor Agreement (where applicable):

(A) AUTOSTORE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE AUTOSTORE SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE.

(B) AUTOSTORE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE AUTOSTORE SOFTWARE AND SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE AUTOSTORE SOFTWARE AND SERVICES OR THAT THE AUTOSTORE SOFTWARE AND SERVICES WILL BE ERROR-FREE OR THAT IT IS COMPLETELY SECURE.

(C) AUTOSTORE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY THE AUTOSTORE PRODUCT SPECIFIC TERMS, OR BY A DISTRIBUTOR AGREEMENT, THE AUTOSTORE SOFTWARE AND SERVICES IS PROVIDED TO YOU ON AN "AS IS" BASIS.

(D) IN NO EVENT SHALL AUTOSTORE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THE USE OF THE AUTOSTORE SOFTWARE AND SERVICES OR ANY DATA DERIVED THEREFROM.

(E) WITHOUT LIMITING THE FOREGOING, AUTOSTORE'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIMITED TO THE LOWER OF (A) THE AMOUNT YOU HAVE PAID FOR THE AUTOSTORE SOFTWARE AND SERVICES RELATED TO THE CLAIM; OR (B) US\$5,000.

12.2 TO THE EXTENT THE AUTOSTORE SOFTWARE AND SERVICES INTERFACE WITH SYSTEMS NOT PROVIDED BY AUTOSTORE, INCLUDING BUT NOT LIMITED TO WAREHOUSE MANAGEMENT SYSTEMS OR OTHER THIRD-PARTY SOFTWARE OR HARDWARE ("THIRD PARTY SYSTEMS"), AUTOSTORE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY, PERFORMANCE, ACCURACY OR COMPATIBILITY OF SUCH THIRD-PARTY SYSTEMS WITH THE AUTOSTORE SOFTWARE AND SERVICES. AUTOSTORE SHALL NOT BE LIABLE FOR ANY PROBLEMS, PERFORMANCE DEGRADATION, UNAVAILABILITY OR OPERATIONAL DISRUPTIONS IN THE AUTOSTORE SOFTWARE AND SERVICES TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY BY THIRD PARTY SYSTEMS, REGARDLESS OF WHETHER SUCH DISRUPTIONS MANIFEST THROUGH OR IN CONNECTION WITH THE AUTOSTORE SOFTWARE AND SERVICES. WHERE AUTOSTORE, AT ITS SOLE DISCRETION, AGREES TO ASSIST IN INVESTIGATING OR REPORTING ISSUES ATTRIBUTABLE TO A THIRD-PARTY SYSTEM, AUTOSTORE'S OBLIGATION IS LIMITED TO USING REASONABLE EFFORTS TO REPORT THE ISSUE TO THE RELEVANT THIRD-PARTY SUPPLIER. AUTOSTORE SHALL HAVE NO OBLIGATION TO RESOLVE SUCH ISSUES AND SHALL NOT BE LIABLE FOR ANY DELAYS IN RESOLUTION.

#### 13 CONFIDENTIALITY

13.1 You or AutoStore (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party") in connection with the performance and receipt of AutoStore Software and Services under the Agreement.

13.2 The Receiving Party will ensure that Confidential Information from the Disclosing Party is held strictly confidential, and that such Confidential Information is not shared or disclosed to unauthorized third parties.

13.3 The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with the Agreement, and (ii) except as otherwise

authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Agreement and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Agreement.

- 13.4 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. AutoStore may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving AutoStore, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information.

#### 14 INDEMNIFICATION

- 14.1 You will indemnify and hold harmless (and, at AutoStore's request, defend) AutoStore against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by reason of any claim, suit or proceeding ("**Claim**") arising out of or relating to (i) Your Data; (ii) Your use of the AutoStore Software and Services; and (iii) Your breach of the Agreement, including a Claim that asserts or purports to be based on AutoStore negligence.

#### 15 MISCELLANEOUS

- 15.1 **Assignment.** AutoStore may in its sole discretion assign or otherwise transfer its rights and obligations under the AutoStore Software Terms, in whole or in part (i) to an affiliate; or (ii) in the event AutoStore sells, transfers, or disposes of all or substantially all of its assets, or a specific line or segment of its business to which the AutoStore Software Terms relates, to a third-party purchaser. AutoStore shall notify You in advance of any such assignments or transfers. You may not assign your rights or obligations related to the AutoStore Software and Services without AutoStore's prior written consent.
- 15.2 **Regulatory requirements.** You must comply with all applicable international and national laws, including restrictions on use issued by the Norwegian, the U.S. and other governments related to AutoStore Software and Services, products, services, and technologies.
- 15.3 **Sanctions and Export Controls.** The End Customer represents that you, and, in relation to entities, as far as you are aware, your affiliates and senior managers, are not a Sanctioned Person, The End Customer shall refrain, and cause its subsidiaries and subcontractors to refrain, from operating, accessing, using, or transferring the AutoStore Software and Services in a Sanctioned Country or with or for the benefit of a Sanctioned Person, in each case in violation of Sanctions and/or Export Controls, or otherwise in violation of Sanctions and/or Export Controls. No action taken by AutoStore or Your Distributor to ensure compliance with this Clause 15.3 can be considered a breach of contract under this Agreement. Any violation by You of this Clause 15.3 shall be considered a material breach of contract.
- 15.4 **Force Majeure.** With the exception of any payment obligations which may apply (if any), no Party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, cyber-attacks, earthquake, flood, pandemic or epidemic, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of

laws or regulations or other acts of government that impact the delivery of the AutoStore Software and Services)).

#### 16 APPLICABLE LAW AND VENUE

- 16.1 The provisions on applicable law and legal venue which may be set out in Your AutoStore Agreement shall apply also with respect to these General Software Terms. Unless otherwise set out in an AutoStore Agreement, this Agreement and the Parties' rights and obligations hereunder shall be governed by Norwegian law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Oslo, Norway, in accordance with the Norwegian Arbitration Act of 2004.

#### 17 DEFINITIONS

- 17.1 All capitalized terms not otherwise defined in the above shall have the following meaning:
- 17.2 "**AutoStore Distributor**" or "**Distributor**" means an entity authorized by AutoStore to distribute the AutoStore System and AutoStore Software and Services and which may or may not be engaged by You to provide Your AutoStore System installation and/or AutoStore Software and Services, as published on <https://autostoresystem.com/partners/> from time to time.
- 17.3 "**AutoStore Documentation**" means any official AutoStore documentation and user manuals as provided by AutoStore or an AutoStore Distributor, as amended from time to time, containing functional and non-functional descriptions of the AutoStore System, including AutoStore Software and Services and their use.
- 17.4 "**AutoStore Software and Services**" means all software and other web-based services provided by AutoStore, including but not limited to the Product Specific Software and Services.
- 17.5 "**AutoStore System**" means AutoStore's unique systems for warehouse storage and handling, registered under the brand name AutoStore, consisting of different modules as further defined in the AutoStore Agreement or Distributor Agreement (as applicable).
- 17.6 "**Confidential Information**" means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (ii) designated by the Disclosing Party in the writing as confidential. Confidential Information with respect to AutoStore also includes all information of AutoStore's employees, AutoStore Software and Services, customers, beneficiaries, sub-contractors, manufacturing methods and other third parties conducting business with AutoStore, the content of the Agreement, product plans, technology and other technical information about the AutoStore Software and Services, AutoStore System and other AutoStore materials. Nonetheless, Confidential Information does not include (a) any information that (a) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (c) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (d) was independently developed by the Receiving Party; or (e) any feedback to AutoStore.
- 17.7 "**Data**" refers to all data, information, databases and other content of any type, in any electronic format, medium or form, including metadata, user data, personal data and other information of a similar nature whether personally identifiable or not, whether structured or not.

- 17.8 "**Data Processing Agreement**" means an agreement governing AutoStore's processing of personal data on behalf of the Customer.
- 17.9 "**Distributor Agreement**" refers to an agreement entered into between You and a Distributor regarding the purchase or renting of the AutoStore System installation and/or AutoStore Software and Services, where applicable.
- 17.10 "**Export Controls**" means any laws and regulations regarding export, re-export, transfer and import controls enacted, imposed, or implemented by Norway, the United States of America, the United Kingdom and its Overseas Territories, and/or the European Union.
- 17.11 "**Intellectual Property Rights**" means all rights of industrial or intellectual property including, inter alia rights to, (i) patents, processes inventions, manufacture methods, techniques, methods and technology (whether patentable or not), all other rights to inventions, ideas, concepts; (ii) know-how, trade secrets, business models, rights in goodwill and other Confidential Information; (iii) copyrights and other authors' rights (e.g. in computer software, code and documentation), design rights, models, drawings database rights and technical information of all kinds; (iv) trademarks, trade names, service marks, trade-, business- and domain names, logos; and (v) other rights of a similar kind whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 17.12 "**Product Specific Software**" means any AutoStore Software identified in the Product Specific Terms, such as AutoStore Fulfilment Platform and other web-based services.
- 17.13 "**Sanctions**" means any financial or trade sanctions or restrictive measures enacted, imposed, or implemented by the United Nation's Security Council, Norway, the United States of America, the United Kingdom and its Overseas Territories, and/or the European Union.
- 17.14 "**Sanctioned Country**" means a country or a territory which is subject to, or whose government is subject to, comprehensive Sanctions.
- 17.15 "**Sanctioned Person**" means a person or entity that is (i) listed on any Sanctions or Export Controls list, (ii) located or ordinarily resident in, or incorporated under the laws of a Sanctioned Country, (iii) owned, controlled, or acting on behalf or at the direction of (each as defined in applicable Sanctions law and guidance) any of the parties listed in (i) or (ii), or (iv) otherwise the subject of Sanctions.
- 17.16 "**Value Adding Services**" means any services and deliverables provided by the Your Distributor to You under the Distributor Agreement that are not AutoStore Software and Services, such as installation, maintenance, support and/or other services related to the AutoStore System.
- 17.17 "**You**" and "**Your**" refer to the individual or entity that has agreed to use the AutoStore Software and Services in accordance with the Agreement, as identified in the AutoStore Agreement or Distributor Agreement (as applicable).

## CUBE CONTROL SOFTWARE

### 1 CUBE CONTROL SPECIFIC SOFTWARE TERMS

- 1.1 These terms (the "**Cube Control Software Terms**"), together with the AutoStore Agreement (if applicable), the AutoStore General Software Terms and any other terms applicable to Your AutoStore Software and Services, constitute a legally binding and integral part of the Agreement. Capitalized terms and expressions used in these Cube Control Software Terms shall have the meaning given to them in the AutoStore General Software Terms and as defined below.
- 1.2 These Cube Control Software Terms apply to the 'Cube Control' software provided by AutoStore which is used to control and operate your AutoStore System (the "**Cube Control Software**") where You have received access to the Cube Control Software in connection with a purchase of a AutoStore System in whole. If You are renting the relevant parts of Your AutoStore System incorporating the Cube Control Software, only the AutoStore General Software Terms shall apply. The Cube Control Software is described in further detail in the applicable AutoStore Documentation.
- 1.3 These Cube Control Software Terms apply in addition to and in conjunction with the AutoStore General Software Terms. The AutoStore General Software Terms shall apply to Your use of the Cube Control Software subject to the deviations reflected herein.
- 1.4 In the event of conflict or inconsistencies between the AutoStore General Software Terms and these Cube Control Software Terms as it relates to the Cube Control Software, the latter shall prevail.

### 2 LICENSE TO USE THE CUBE CONTROL SOFTWARE

- 2.1 Subject to Your timely payment for Your AutoStore System, AutoStore hereby grants to You a non-exclusive, non-transferable and non-sublicensable and royalty-free right to install, access and use the Cube Control Software in the version made available to You by AutoStore or by a Distributor in connection with the installation of Your AutoStore System
  - (a) solely for Your internal business purposes, unless otherwise separately agreed in a written agreement with AutoStore;
  - (b) for the purpose of implementing, configuring, monitoring or using Your AutoStore System;
  - (c) in accordance with the AutoStore Documentation provided for the Cube Control Software; and
  - (d) solely within the usage capacity, number of permitted terminals, sites and/or number of users agreed (if any) with AutoStore or a Distributor.
- 2.2 Other limitations with respect to e.g. the capacity, number of users, installations or sites applicable to Your license pursuant to Clause 2.1 (if any) are set out in Your Distributor Agreement or, where applicable, the AutoStore Agreement.
- 2.3 Your right to use the Cube Control Software will cease upon the earlier of (i) the decommissioning of Your AutoStore System; or (ii) the expiration, termination or suspension of Your rights pursuant to the Agreement.
- 2.4 The Cube Control Software utilizes AutoStore's Data Enabled Features (see separate terms).

### 3 YOUR USE OF THE AUTOSTORE SOFTWARE AND SERVICES

- 3.1 You may transfer Your license to the Cube Control Software to Your successor in connection with a merger, divestment or sale of all or substantially all of Your business, shares or assets to the extent such process results in a change in the direct or indirect ownership of Your AutoStore System; or (ii) transferring the license together with Your AutoStore System in connection with an approved sale of Your AutoStore System.

### 4 CHANGES TO THE CUBE CONTROL SOFTWARE TERMS

- 4.1 Changes made to the Cube Control Software Terms in accordance with Clause 10.1 of the AutoStore General Software Terms will take effect (i) for new AutoStore System purchases; as of the date made available to You as set out in the AutoStore General Software Terms section 10.1; and (ii) for already installed AutoStore Systems; as of the date of Your next order, renewal, upgrade or replacement (as the case may be) of the AutoStore Controller (as defined below) and/or the Cube Control Software for Your AutoStore System.
- 4.2 An "**AutoStore Controller**" means the necessary technical equipment provided together with the Cube Control Software, which is used for operating/controlling AutoStore Systems and interfacing with warehouse management systems.

### 5 DURATION, SUSPENSION AND TERMINATION

- 5.1 The Cube Control Software Terms will be effective upon Your first installation or use of the Cube Control Software and will remain in force for as long as Your AutoStore System is operational.
- 5.2 AutoStore may terminate the Cube Control Software Terms and Your license to the Cube Control Software with immediate effect (a) if You have breached any of the license restrictions set out in the AutoStore General Software Terms or these Cube Control Software Terms.

## DATA ENABLED FEATURES

### 1 THE PRODUCT SPECIFIC TERMS AND THE AGREEMENT

- 1.1 These terms, together with the AutoStore Agreement (if applicable), the AutoStore General Software Terms and any other terms applicable to Your AutoStore Software and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore. Capitalized terms and expressions used in these terms shall have the meaning given to them in the AutoStore General Software Terms and as defined below.
- 1.2 The terms and conditions set out herein apply to all systems, services, features and functionality for the AutoStore Software and Services which involve the extraction of AutoStore System Data (as defined under Clause 3.1 below) directly or indirectly from your AutoStore System (the "**Data Enabled Features**"). Such Data Enabled Features are, inter alia, a part of the Cube Control Software, Unify Connect, Unify Analytics and other AutoStore Software and Services for which you have been presented with these Product Specific Terms. An overview of the Data Enabled Features available to You in connection with your use of the AutoStore System is available from your Distributor.
- 1.3 If You do not agree to these terms and conditions, You should not start using any Data Enabled Features with your AutoStore System. If you do not agree, you do not have the right to access or use the Data Enabled Features.

### 2 THE DATA ENABLED FEATURES

- 2.1 The Data Enabled Features are licensed by AutoStore to You in order to enable AutoStore to extract certain Data from Your AutoStore System pursuant to Clause 3 of these Product Specific Terms. The Data Enabled Features enable AutoStore to optimise its services to You and to provide You with support and maintenance services relating to the AutoStore System. Your use of the Data Enabled Features is also intended to enable AutoStore to develop and offer certain new services in the future which may help to provide added value from Your use of the AutoStore System.
- 2.2 Subject to the terms set forth herein, AutoStore grants You a non-exclusive, non-transferable, non- sublicensable, fully revocable, limited right and license to subscribe to, access and to use the Data Enabled Feature(s) you have chosen to use, install and/or activate, in the version made available to You by AutoStore or by a Distributor, solely for Your internal business purposes, and for the purpose of implementing, configuring, or using an AutoStore System.
- 2.3 Your right to use the Data Enabled Features will cease in accordance with Clause 11 of the AutoStore General Software Terms.
- 2.4 Upon termination of these Product Specific Terms, You must cease all use of the Data Enabled Features and destroy all copies, full or partial, of the same.

### 3 AUTOSTORE SYSTEM DATA

- 3.1 The Data Enabled Features enables AutoStore to extract certain types of Data from the AutoStore System used by You. The types of Data may vary from time to time, depending on the version of the AutoStore System, other AutoStore Software and Services and the relevant Data Enabled Feature, and may include (i) usage data generated from Your use of the user interfaces in the AutoStore System; (ii) production and diagnostic data generated by sensors and components in the AutoStore System; (iii) other Data which is stored in or generated by the AutoStore System, as described in the documentation from time to time; and (iv) inventory-related data received by AutoStore Software and Services from third-

party systems operated by You, including warehouse management systems, in connection with the operation of the AutoStore System (including without limitation bin content, SKU movements and placement data, as described in the documentation from time to time (collectively the "**AutoStore System Data**"). The AutoStore System Data is limited to information about your AutoStore System and its usage.

- 3.2 The AutoStore System Data may also include other Data related to the operation and performance of the AutoStore System which is not directly available through the Data Enabled Features, including logs stored inside the Robots, event logs stored on local controller PCs and general AutoStore Software and Services logs. Such Data are in many cases also relevant to provide optimal support and maintenance services relating to the AutoStore System, but must be extracted manually from Robots, computers or other AutoStore System components and distributed using common file sharing technologies like e-mail, ftp, etc. Extraction of these AutoStore System Data for the purposes of the Data Enabled Features only happens in agreement with You.

### 4 AUTOSTORE SYSTEM DATA LICENSES

- 4.1 You agree that AutoStore and its affiliates may collect, aggregate, store, process, transmit, analyse and use AutoStore System Data to (a) provide support and maintenance services to You and Your Distributor relating to Your use of the AutoStore System; (b) improve AutoStore's products and services to You and other customers; and (c) create new products and services, including but not limited to Software, etc.
- 4.2 If applicable, AutoStore will process any personal data contained in the AutoStore System Data in compliance with the General Data Protection Regulation (GDPR) and any other applicable privacy legislation. AutoStore will not disclose AutoStore System Data to third parties in a form that identifies You or any of Your users. AutoStore will not "sell" personal data for the purposes of California Consumer Privacy act (CCPA).

### 5 DISCLAIMER OF WARRANTIES

- 5.1 For clarity, all disclaimers and warranties under the AutoStore General Software Terms apply under these Product Specific Terms. In addition, to the extent not prohibited by applicable law, IN NO EVENT SHALL AUTOSTORE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE OR ADMINISTRATIVE FINES INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THE USE OF AUTOSTORE SYSTEM DATA PURSUANT TO CLAUSE 3.

## QUBIT FULFILMENT PLATFORM

### 1 THE PRODUCT SPECIFIC TERMS AND THE AGREEMENT

- 1.1 These terms (the "**Qubit Terms**"), together with the AutoStore Agreement (if applicable), the AutoStore General Software Terms and any other terms applicable to Your AutoStore Software and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore. Capitalised terms and expressions used in these Qubit Terms shall have the meaning given to them in the AutoStore General Software Terms and as defined below, including as set out in Clause 9.
- 1.2 These Qubit Terms apply to the 'Qubit Fulfilment Platform' software services provided by AutoStore, as further described in Clause 10 and other applicable AutoStore Documentation.
- 1.3 The Qubit Terms apply in addition to and in conjunction with the AutoStore General Software Terms. The AutoStore General Software Terms shall apply to Your use of the 'Qubit Fulfilment Platform, subject to any deviations or additions reflected herein.
- 1.4 In the event of conflict or inconsistencies between the AutoStore General Software Terms and these Qubit Terms, as it relates to the Qubit Fulfilment Platform, the latter shall prevail.

### 2 GENERAL

- 2.1 The Qubit Fulfilment Platform software (the "**Application**") is provided on a SaaS basis. This means that the Application provided to You will be operating on a cloud-based environment operated by a third party provider. When receiving the Qubit Services, AutoStore will provide the access to the Application, while all operational and maintenance services ("**Managed Services**").
- 2.2 Handling of support requests and account management ("**Support Services**") will be provided by Your Distributor.
- 2.3 These Qubit Terms set out the terms and conditions applicable between You and AutoStore in respect of the Application. Any Service Levels applicable to the Qubit Services will be set out in Your Distributor Agreement.

### 3 LICENSE GRANT

- 3.1 You and, where applicable, Your Licensed Affiliates are hereby granted a non-exclusive, non-transferable, non-sublicensable limited right and license to use the Application in accordance with the general licensing provisions set out in the AutoStore General Software Terms.
- 3.2 You shall ensure that any Licensed Affiliates (if applicable) are informed of and obliged to comply with all licensing terms and related obligations applicable to the You in the AutoStore General Software Terms, and shall be responsible and liable for any Licensed Affiliate's non-compliance with such obligations.
- 3.3 You, on behalf of the entity You represent and any Licensed Affiliates, hereby grant to AutoStore, for the duration of the Term, a limited, revocable license to use the Data, copyrights, trademarks, logos, devices, symbols or other similar Intellectual Property Rights (whether registered or not) in the Customer Materials owned, used by or licensed to the Customer and the Licensed Affiliates, solely to the extent necessary to perform its obligations under the Agreement. Such license rights also comprise any new Intellectual Property Rights related to Customer Materials or that may be brought into existence during the Term of the Agreement.
- 3.4 The Qubit Fulfilment Platform utilizes AutoStore's Data Enabled Features (see separate terms).

### 4 MANAGED SERVICES

#### 4.1 Hosting services

- 4.1.1 The Application is operating in a cloud-based environment provided by a third-party cloud provider. The hosting services for the Application consists of:
  - (a) managing the Application hosting environment;
  - (b) operating the hosting environment in a way that optimizes the Application availability; and
  - (c) monitoring the Application environment for unauthorized attacks, and taking commercially reasonable precautions for safeguarding Your Data (subject to Your obligations under Clause 4.3).

#### 4.2 Maintenance services

- 4.2.1 Maintenance services for the Application, consists of:
  - (a) troubleshooting and rectification of errors in the Application;
  - (b) maintaining customer-specific configurations as defined and implemented as part of the Value Adding Services (if any);
  - (c) preventative maintenance and other assistance; and
  - (d) updates to the Application and Qubit Services.

#### 4.3 Security

- 4.3.1 AutoStore will implement commercially reasonable and appropriate measures in its delivery of the Application (as determined by AutoStore) designed to help You protect its content against accidental or unlawful loss, access or disclosure.
- 4.3.2 Unless otherwise specified by AutoStore, You are and shall remain responsible for (a) properly configuring and using the Application in a manner that will provide appropriate security and protection of its account; (b) providing appropriate security, protection, backup and routine archiving of the Your content, which may include the use of encryption technology to protect such content from unauthorized access; and (c) applying the necessary security patches when made available by AutoStore.
- 4.3.3 You are solely responsible for protecting Your own account password and account information. You shall keep accounts and authentication credentials providing access to the Application secure and confidential. You must notify AutoStore or Your Distributor without undue delay about any misuse of Your accounts or authentication credentials or of any security incident affecting the Managed Services or the Application of which You become aware.
- 4.3.4 Upon becoming aware of any data breach or security incidents (each a "**Security Incident**") relating to You or one of Your Licensed Affiliates, AutoStore will notify Your Distributor thereof in writing. AutoStore will provide all assistance reasonably requested by, and as required by applicable law, to assist in handling the Security Incident. Such assistance will be billed at AutoStore's standard hourly rates to the extent that the Security Incident in question is caused by circumstances for which AutoStore is not responsible under these Qubit Terms. In other circumstances, AutoStore shall bear its own costs related to its assistance under this Clause 4.3.4.

### 5 SUPPORT SERVICES

- 5.1 Your access to, and applicable communication channels in respect of, Support Services for the Application is described in Your Distributor Agreement.

## 6 THIRD PARTY SERVICES

6.1 If deviations or Problems (as defined below) in the Application are caused by errors in third party software and/or services subject to such third party's terms, which require access to the third party software source code or technical infrastructure in order to rectify, and AutoStore does not itself have such access, AutoStore's obligation to rectify the deviation is limited to reporting the error to the third party in question and keeping Your Distributor informed about the status of the rectification efforts. You may not invoke non-fulfilment of any requirements applicable to the Application, in relation to such errors in third party software or services.

## 7 CONDITIONS OF WARRANTY

### 7.1 General disclaimer of warranty

7.1.1 The general conditions of warranty set out in the AutoStore General Software Terms shall apply with respect to the Application, subject to the additions, limitations and disclaimers set out herein.

7.1.2 Subject to Clause 7.1.3, AutoStore warrants that the Application will perform substantially in accordance with the functional descriptions specified in Clause 10 and other relevant AutoStore Documentation for the Application.

7.1.3 Your sole and exclusive remedy, and AutoStore's sole and exclusive liability, for AutoStore's breach of the representations and warranties in this Clause 7.1 shall be AutoStore's obligation to use all commercially reasonable efforts to bring the Application and, subject to Clause 6, all third party software which is a part of the Application into compliance with such warranty as soon as reasonably possible. If such non-compliance lasts for in excess of 60 days, You shall not be obligated to make any further license or support payments relating to the non-complying component(s) of the Application until the Application is in compliance with the warranty. Unless expressly stated otherwise, any claim for non-conformance with this warranty must be made by written notice within three (3) months of the non-conformance in respect of which the claim is made.

7.1.4 Except as expressly set forth in Clause 7.1.3 above and to the extent permitted by applicable law, no Party makes any warranty of any kind, express, implied or statutory, under the Agreement, including without limitation, with regard to the Qubit Services, and all such warranties, including without limitation the implied warranties of merchantability and fitness for particular purpose, title and non-infringement, and warranties arising from course of dealing or trade usage, are hereby expressly disclaimed. You acknowledge that AutoStore has not represented or warranted that the Qubit Services, including without limitation the Application, will be uninterrupted or error free.

### 7.2 Disclaimer of warranty - Customer Third-Party Integrations etc.

7.2.1 FROM TIME TO TIME, YOU MAY REQUEST THE UTILIZATION OF VARIOUS THIRD-PARTY INTEGRATIONS WITH THE APPLICATION. "**CUSTOMER THIRD-PARTY INTEGRATION**" SHALL MEAN THE THIRD-PARTY API'S AND OTHER PROTOCOLS AVAILABLE TO DEVELOPERS, AGENCIES, DESIGNERS WITH VARIOUS FEATURES, MODULES, PORTALS AND/OR TOOLS, INCLUDING ANY UPDATES, SUPPLEMENTS, AND SERVICES FOR SUCH APIS AND OTHER PROTOCOLS WHICH ARE SPECIFIED BY, OR ON BEHALF OF, YOU. ANY REQUESTS FOR CUSTOMER THIRD-PARTY INTEGRATIONS SHALL BE SUBMITTED TO YOUR DISTRIBUTOR SUBJECT TO THE TERMS OF YOUR DISTRIBUTOR AGREEMENT. THE

PARTIES UNDERSTAND THAT THE UTILIZATION OF SUCH CUSTOMER THIRD-PARTY INTEGRATIONS HAS RISKS FOR AUTOSTORE WITHOUT FINANCIAL REWARDS, AND AS A RESULT, HAVE AGREED ON THE PROVISIONS SET OUT BELOW IN THIS CLAUSE 7.2.

7.2.2 IN THE EVENT THAT THERE IS A PROBLEM, APPLICATION PERFORMANCE DEGRADATION AND/OR NON-AVAILABILITY THAT RESULTS FROM THE USE, DEPLOYMENT, OPERATION, OR PERFORMANCE OF CUSTOMER THIRD-PARTY INTEGRATIONS, THEN ANY SUCH RESULTING PROBLEM, PERFORMANCE DEGRADATION AND/OR NON-AVAILABILITY ARE SPECIFICALLY EXCLUDED AND EXEMPTED FROM ANY SERVICE LEVEL GUARANTEES.

7.2.3 IF ERRORS OCCUR IN THE APPLICATION DURING DEVELOPMENT, TESTING, USER ACCEPTANCE TESTING OR IN CONNECTION WITH THE MANAGED SERVICES AS A RESULT OF THE PERFORMANCE ISSUES OF A CUSTOMER OR YOUR DISTRIBUTOR'S THIRD-PARTY INTEGRATION, THE INVESTIGATION TIME AND RESOLUTION TIME WILL BE BILLED AT AUTOSTORE'S STANDARD HOURLY RATES. THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THE USE OF CUSTOMER THIRD-PARTY INTEGRATIONS IS THE REMOVAL AND POSSIBLE REPLACEMENT OF THE OFFENDING CUSTOMER THIRD-PARTY INTEGRATIONS FROM THE APPLICATION, WITH THE TIME AND EFFORT TO REMOVE AND REPLACE THE OFFENDING CUSTOMER THIRD-PARTY INTEGRATIONS BILLED AT AUTOSTORE'S STANDARD HOURLY RATES.

7.2.4 YOU SPECIFICALLY ACKNOWLEDGE THAT ANY CUSTOMER THIRD-PARTY INTEGRATION REQUESTED TO BE INCORPORATED ARE BEING UTILIZED WITHOUT ANY WARRANTY OF ANY KIND BEING MADE BY AUTOSTORE. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTOSTORE DISCLAIMS ANY WARRANTIES OF ANY KIND RELATING TO SUCH CUSTOMER THIRD-PARTY INTEGRATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES SUCH AS IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ACCURACY, TITLE, UNINTERRUPTION AND/OR SYSTEM INTEGRATION, AND AUTOSTORE MAKES NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, TIMELINESS OR THE SYSTEM INTEGRATION OF CUSTOMER THIRD-PARTY INTEGRATIONS OR THAT PROBLEMS WITH THE FOREGOING WILL BE CORRECTED, OR THAT CUSTOMER THIRD-PARTY INTEGRATIONS ARE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE.

7.2.5 YOU AGREE THAT AUTOSTORE IS ONLY WILLING TO INTEGRATE WITH THE CUSTOMER THIRD-PARTY INTEGRATIONS ON THE CONDITION THAT AUTOSTORE SHALL IN NO EVENT BE LIABLE FOR ANY LOST PROFITS, GOODWILL, LOST BUSINESS OPPORTUNITIES AND INTANGIBLE LOSSES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, OR LIKE DAMAGES ARISING UNDER OR RELATING TO CUSTOMER THIRD-PARTY INTEGRATIONS UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.2.6 If AutoStore through Your Distributor accepts to assist with respect to any Customer Third-Party Integration, the terms of such assistance shall be agreed separately.

## **8 CHANGES TO THE QUBIT SERVICES**

8.1 AutoStore may make any such further developments, alterations or changes to the Application or its hosting infrastructure, or any other parts of the Managed Services, as are deemed necessary or appropriate by AutoStore in its sole discretion, provided that such changes shall not result in the removal of any material functionality or any material degradation in performance for the Application.

8.2 If AutoStore implements any changes or further developments to the Application or Managed Services which may materially adversely affect Your access to the Application or use thereof, AutoStore shall inform You thereof in advance (directly or through your Distributor). The same shall apply if AutoStore is made aware of changes to any third party software or services which are included in the Application or Managed Services, having a similar effect. Other alterations, changes or further developments implemented by AutoStore may be included in general release notes issued by AutoStore from time to time.

## **9 DEFINITIONS**

9.1 All capitalized terms not otherwise defined in the above or in the AutoStore General Software Terms, shall have the following meaning:

9.2 "**Customer Material**" shall mean any Material owned or licensed by You and the Licensed Affiliates.

9.3 "**Licensed Affiliates**" means the Your affiliates as specified in the Distributor Agreement being entitled to receive the Qubit Services.

9.4 "**Material**" means all tangible and intangible subject matter protected by Intellectual Property Rights, including without limitation information, data, software, tools and works of authorship.

9.5 "**Problem**" means any incident, problem or inquiry relating to the Application.

9.6 "**Term**" means the entire duration the Agreement remains in effect between the Parties.

9.7 "**Qubit Services**" means the combined provisioning of the Application, the Managed Services and the Support Services as-a-service, as further described above.

**10 FUNCTIONAL DESCRIPTION OF QUBIT FULFILMENT PLATFORM**

Functional Area	Description of Capabilities
Product Catalog	<ul style="list-style-type: none"> <li>• Product &amp;SKU records</li> <li>• Catalog Sync via integration</li> <li>• Product Image storage and display</li> <li>• Product data updates and archiving via integration</li> </ul>
Goods In	<ul style="list-style-type: none"> <li>• Put away inventory task creation via integration</li> <li>• Put away workflows to shelf location or AutoStore bin compartments</li> <li>• Inventory quantity and date adjustments</li> <li>• Goods in detailed events</li> </ul>
Order Fulfillment Planning	<ul style="list-style-type: none"> <li>• Order creation, modification and cancellation via integration</li> <li>• Multi-order grouping</li> <li>• Order tote creation through integration or configured internally</li> <li>• Fulfillment plan timing and grouping configurations</li> <li>• Temperature and Zone picking configurations</li> </ul>
Order Picking	<ul style="list-style-type: none"> <li>• Unit picking to customer orders</li> <li>• Manual and AutoStore workstation order picking</li> <li>• Pick confirmation configurability</li> <li>• Picking substitution logic via order integration</li> <li>• Order picking detailed events</li> </ul>
Inventory Management	<ul style="list-style-type: none"> <li>• Inventory quantity and date adjustments</li> <li>• Cycle Count scheduling configurations</li> <li>• Inventory problem flagging</li> <li>• Inventory management detailed events</li> </ul>
Exception Handling	<ul style="list-style-type: none"> <li>• Inventory problem flagging</li> <li>• Bin problem flagging</li> <li>• Bin maintenance workflow with custom Ports</li> </ul>
Third Party System Integrations	<ul style="list-style-type: none"> <li>• Public Rest API with documentation</li> <li>• Event Feed with documentation</li> <li>• Distributor and End Customer sandbox environments</li> </ul>
Data & Analytics	<ul style="list-style-type: none"> <li>• Data warehouse access with documented definitions</li> <li>• Real time detailed event feed</li> </ul>

## PIO SOFTWARE

### 1 PRODUCT SPECIFIC TERMS AND THE AGREEMENT

- 1.1 These terms (the "**Pio Terms**"), together with the AutoStore Agreement (if applicable), the AutoStore General Software Terms and any other terms applicable to Your AutoStore Software and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore.
- 1.2 Capitalized terms and expressions used in these Pio Terms shall have the meaning given to them in the AutoStore General Software Terms and as defined below.
- 1.3 These Pio Terms apply to the "**Pio Software**" provided by AutoStore, as further described in Clause 12.1 and other applicable Pio Documentation.
- 1.4 These Pio Terms apply in addition to and in conjunction with the General Software Terms. The General Software Terms shall apply to Your use of the Pio Software subject to the deviations reflected herein. For the purposes of these Pio Terms, references to "**AutoStore System**" in the AutoStore General Software Terms shall be understood as a reference to the Pio System.
- 1.5 In the event of conflict or inconsistencies between the AutoStore General Software Terms and these Pio Terms as it relates to the Pio Software, the latter shall prevail.

### 2 GENERAL

- 2.1 The Pio Software is provided as a SaaS pursuant to the AutoStore General Software Terms Clause 3. This means that:
  - the Pio Software provided to You will be operating on a cloud-based environment operated by a third party provider;
  - the Pio Software will be provided on a multitenant basis, meaning that the same version and functionality of the Pio Software made available to You by AutoStore will be made available to other customers of AutoStore; and
  - AutoStore will provide operational and maintenance services, using commercial best efforts, to make the Pio Software available to You for the duration of the term.
- 2.2 The Pio Software will be provided, in material respect, in accordance with the Pio Documentation.
- 2.3 Handling of support requests and account management ("**Support Services**") will be provided by Your Distributor or, if applicable, AutoStore. You consent to enable AutoStore to provide Support Services as a subcontractor to Distributor, as agreed between Your Distributor and AutoStore from time to time.
- 2.4 These Pio Terms set out the terms and conditions applicable between You and AutoStore in respect of the Pio Software.

### 3 DISTRIBUTOR AGREEMENT

- 3.1 If You and Your Distributor has entered into a separate Distributor Agreement, all pricing and payment terms for the Pio Software are subject to said Distributor Agreement.
- 3.2 If the Distributor's distribution right to the Pio System is terminated, You must select an authorized replacement Distributor or accept AutoStore acceding to the Distributor Agreement.

### 4 ACCESS RIGHT TO USE THE PIO SERVICES

- 4.1 Subject to Your timely payment for Your Pio Software pursuant to Your Distributor Agreement, AutoStore hereby grants to You a non-exclusive, non-transferable and non-sublicensable right to access and use the Pio Software as made available by AutoStore from time to time:

- (a) solely for Your internal business purposes, unless otherwise separately agreed in a written agreement with AutoStore;
  - (b) for the purpose of implementing, configuring, monitoring or using Your Pio System;
  - (c) in accordance with the Pio Documentation provided for the Pio Software; and
  - (d) solely within the usage capacity, number of permitted terminals, sites and/or number of users agreed (if any) with AutoStore or an AutoStore Distributor.
- 4.2 Other limitations with respect to e.g. the capacity, number of users, installations or sites applicable to Your license pursuant to Clause 4.1 (if any) are set out in Your Distributor Agreement or, where applicable, the AutoStore Agreement.
  - 4.3 Your right to use the Pio Software will cease upon the earlier of the expiration, termination or suspension of Your rights pursuant to Your Distributor Agreement or this Agreement.
  - 4.4 The Pio Software utilizes AutoStore's Data Enabled Features (see separate terms).

### 5 CHANGES TO THE PIO SOFTWARE AND AMENDMENTS TO PIO TERMS

- 5.1 AutoStore may make any such further developments, alterations or changes to the Pio Software or its hosting infrastructure, as are deemed necessary or appropriate by AutoStore in its sole discretion, provided that such changes shall not result in the removal of any material functionality or any material degradation in performance for the Pio Software.
- 5.2 If AutoStore implements any changes or further developments to the Pio Software which may materially adversely affect Your access to the Pio Software or use thereof, AutoStore shall inform You thereof in advance (directly or through your Distributor). The same shall apply if AutoStore is made aware of changes to any third-party software or services which are included in the Pio Software, having a similar effect. Other alterations, changes or further developments implemented by AutoStore may be included in general release notes issued by AutoStore from time to time.
- 5.3 AutoStore may implement amendments to the Pio Terms as set out in Clause 10 of the AutoStore General Software Terms.

### 6 Security

- 6.1 AutoStore will implement commercially reasonable and appropriate measures in its delivery of the Pio Software (as determined by AutoStore) designed to help You protect its content against accidental or unlawful loss, access or disclosure.
- 6.2 You are solely responsible for protecting Your own account password and account information. You shall keep accounts and authentication credentials providing access to the Application secure and confidential. You must notify AutoStore or Your AutoStore Distributor without undue delay about any misuse of Your accounts or authentication credentials or of any security incident affecting the Pio Software of which You become aware.
- 6.3 Upon becoming aware of any data breach or security incidents (a "**Security Incidents**"), AutoStore will notify Your AutoStore Distributor thereof in writing. AutoStore will provide all assistance reasonably requested by, and as required by applicable law, to assist in handling the Security Incident. Such assistance will be billed at AutoStore's standard hourly rates to the extent that the Security Incident in question is caused by circumstances for which AutoStore is not responsible under these Pio Terms. In other circumstances, AutoStore shall bear its own costs related to its assistance under this Clause 6.3.

## 7 DISCLAIMER OF WARRANTY

- 7.1 THE LIMITATIONS SHALL BELOW APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 7.2 EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY AUTOSTORE, OR BY THE AGREEMENT,
- AUTOSTORE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW, BY COUSE OF DEALING OR TRADE USAGE OR OTHERWISE, WITH REGARD TO THE PIO SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE.
  - AUTOSTORE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE PIO SOFTWARE OR THE RESULTS YOUR OR ANY OTHER MAY OBTAIN BY USING THE PIO SOFTWARE OR THAT THE PIO SERVICES WILL BE ERROR-FREE OR THAT IT IS COMPLETELY SECURE.
  - THE PIO SOFTWARE AND DELIVERABLES ARE PROVIDED TO YOU ON AN "AS IS" BASIS.
- 7.3 IN NO EVENT SHALL AUTOSTORE BE LIABLE:
- TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, GOODWILL, BUSINESS OPPORTUNITY OR REVENUE, INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THE USE OF THE PIO SOFTWARE UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.
  - FOR ANY LOST PROFITS, GOODWILL, LOST BUSINESS OPPORTUNITIES AND INTANGIBLE LOSSES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, OR LIKE DAMAGES ARISING UNDER OR RELATING TO LOSS OR CORRUPTION OF DATA UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 8 DURATION, SUSPENSION AND TERMINATION

- 8.1 The Pio Terms will be effective upon Your signature of the Agreement or use of the Pio Software and will remain in force for as long as this Agreement or the Distributor Agreement remains in effect.
- 8.2 AutoStore may, without liability, terminate or suspend these Pio Terms and Your license to the Pio Software with immediate effect if:
- (a) You have breached the terms and condition of the Agreement;
  - (b) You have breached the terms and condition of the Distributor Agreement;
  - (c) Your use of the Pio Software is in violation of the Pio Documentation;
  - (d) Your Distributor has breached its obligations under its agreement with AutoStore to provide the Pio Software to You; or
  - (e) AutoStore is required to do so by law.

## 9 MARKETING TERMS

- 9.1 AutoStore may use Your name and logo on its website and in its promotional materials to state that You are a customer of AutoStore and a user of the Pio Software and system. You agree to serve as a reference customer in good faith of AutoStore and will cooperate with AutoStore's reasonable marketing and referencing requests.
- 9.2 AutoStore may, from time to time, request You to showcase Your use of the Pio Software and system. You shall, and subject to confidentiality and competition considerations, accommodate AutoStore's reasonable requests to enable such showcasing to prospective or existing customers of AutoStore, by providing access to the site where the Pio Software and system is installed and to reasonably cooperate with AutoStore to showcase the Pio Software and system, its capabilities, and features, as used by You.

## 10 DEFINITIONS

All capitalized terms not otherwise defined in the above or in the General Software Terms shall have the following meaning:

- 10.1 **"Pio Documentation"** means any official Pio documentation and user manuals as provided by AutoStore or an AutoStore Distributor, as amended from time to time, containing functional and non-functional descriptions of the AutoStore System or AutoStore Software and Services and their use.
- 10.2 **"Pio Software"** means the software and services branded as the "Pio App" here: <https://help.pio.com>.
- 10.3 **"Pio System"** means AutoStore's unique systems for warehouse storage and handling, registered under the brand name "Pio", consisting of different modules as further defined in the AutoStore Agreement or Distributor Agreement (as applicable).

## PIO DATA PROCESSING TERMS (DPA)

### 1 INTRODUCTION

- 1.1 As a starting point, AutoStore will process personal data when providing the Services to the Customer for purposes of providing Services to the Customer for its own internal business purposes. To the extent AutoStore Processes personal data on behalf of the Customer in relation to the provision of Services under the Agreement, this DPA sets out the data processing terms applicable to the Processor's (as defined in Clause 3.1) processing of personal data on behalf of the Controller (as defined in Clause 3.1) under the Agreement (the "**Data Processing Terms**").

### 2 INTERPRETATION

- 2.1 Capitalized terms and expressions used in this DPA shall have the meaning set out in the Agreement unless otherwise set out herein or a different meaning clearly follows from the context in which the expression is used.
- 2.2 "**Applicable Data Protection Law**" shall mean any law or regulation governing the processing of personal information to which the Controller is subject and which is applicable to personal data processed by Processor pursuant to its obligations under the Agreement.

### 3 THE PROCESSOR DATA PROCESSING TERMS

- 3.1 In connection with the provision of the Services, Customer may be acting as the controller or business ("**Controller**"), and AutoStore may be acting as a personal data processor or service provider ("**Processor**").
- 3.2 The following Appendices are incorporated into this DPA by reference:

**Appendix 1:** Categories of data and data subjects

### 4 BACKGROUND AND SCOPE

- 4.1 Under the terms of the Agreement, the Processor provides, manages, and operates certain Services potentially involving the processing of personal data.
- 4.2 These Data Processing Terms set forth the rights and obligations of the Controller and the Processor with respect to the processing of personal data, as applicable, pursuant to Applicable Data Protection Laws.

### 5 PURPOSE, NATURE AND DESCRIPTION OF THE PROCESSING

- 5.1 The purpose of the processing is for Processor to provide the Services in accordance with the specifications of the Agreement, as amended from time to time.
- 5.2 The processing involves inter alia, (i) collection and storage of names, employment positions and contact information of end users, (ii) collection and storage of communication logs, user logs and traffic data generated by the Customer's use of the Services.
- 5.3 The processing for the purposes described above will involve such processing operations as are necessary in pursuit of the stated purposes, including, inter alia, the following basic processing operations:
- (a) data collection, entry, updating and storage;
  - (b) transmission and structuring;
  - (c) consultation, combination, and alteration; and
  - (d) dissemination and erasure.
- 5.4 Additional processing operations may also be performed subject to the Controller's instructions. Some operations may be wholly or partially automated.
- 5.5 The categories of personal data, including any special categories, and data subjects involved in the processing are set

out in Appendix 1 (Categories of personal data and data subjects).

- 5.6 The Controller shall not provide any processing instructions to the Processor that may infringe any Applicable Data Protection Laws, and Controller shall remain responsible for any unauthorized processing of personal data under its control or in its possession.

### 6 PROCESSOR OBLIGATIONS

- 6.1 The Processor shall only process the personal data in accordance with the Controller's instructions in accordance with the Agreement. The Processor is hereby instructed to process the personal data as is necessary to provide its Services in accordance with the Agreement.
- 6.2 The Processor shall not process the personal data for any other purposes than those set out above, unless the Processor is obligated to do so to comply with its obligations pursuant applicable law, including any Applicable Data Protection Laws. Should such obligations require the Processor to process the personal data for other purposes, the Processor shall promptly notify the Controller thereof unless prohibited from disclosing this information by the relevant laws.
- 6.3 The Processor shall always comply with its obligations pursuant to the Applicable Data Protection Laws when carrying out the processing.
- 6.4 The Processor shall ensure that measures are implemented in material accordance with the requirements of the Applicable Data Protection Laws.
- 6.5 The Processor shall treat all personal data received in accordance with these Data Processing Terms as confidential information and in accordance with the confidentiality obligations in place with the Controller.
- 6.6 Solely with respect to any personal data that is subject to the California Consumer Privacy Act ("**CCPA**") (i) Processor shall comply with applicable provisions of the CCPA and provide the same level of privacy protection for relevant personal data as required by the CCPA; (ii) Controller has the right to take reasonable and appropriate steps to help ensure that Processor uses personal data in a manner consistent with Controller's obligations under the CCPA; (iii) Processor shall notify Customer if Processor makes a determination that it can no longer meet its obligations under the CCPA; and (iv) Controller shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal data by Processor. For avoidance of doubt, Processor shall not "sell," as defined under Applicable Data Protection Laws, any personal data processed under the Agreement.
- 6.7 The Processor shall ensure that the personal data are processed solely by reliable personnel who are:
- (a) only granted access to the personal data on a need-to-know basis;
  - (b) made familiar with the regulatory requirements applicable to the Processor's processing of personal data; and
  - (c) subject to appropriate confidentiality obligations.

### 7 ENGAGEMENT OF SUB-PROCESSORS

- 7.1 The Processor has the Controller's authorization to subcontract processing of personal data under these Data Processing Terms to third-party vendors ("**Sub-Processors**"). The above authorizations will constitute Controller's prior written consent to the subcontracting by Processor of the processing of Customer Data and personal data if such consent is required under Applicable Data Protection Laws.

- 7.2 Processor makes available information about Sub-Processors on a website which will be disclosed upon a written request to the Processor. The Processor shall keep an updated list of all Sub-Processors engaged in the processing of personal data on behalf of the Controller available at the Controller's request at all times (by updating the website). In the case of Cloud Vendors, the website may contain links to Sub-Processor's separate list of Sub-Processors.
- 7.3 From time to time, Processor may engage new Sub-Processors. If the Processor replaces, or engages a new material Sub-Processor, the Controller shall be entitled to reasonable written notice (by updating the website and providing Controller with a mechanism to obtain notice of that update). Upon receiving such notification, and if there is reasonable cause to believe that the engagement of a new material Sub-Processor would be detrimental the data protection requirements set out herein, the Controller shall be entitled to object to the Processor's engagement of the Sub-Processor in question.
- 7.4 Any objections pursuant to Clause 7.3 must be received without undue delay, and at the latest within the notice period set out in the Processor's notification to the Controller. If the Controller objects to the Processor, the Controller and the Processor shall negotiate in good faith to find a solution to address the Controller's concerns. If the Controller objects to the engagement of a material Sub-Processor, the Processor may not be able to fulfil its Service delivery (or parts thereof) to Controller under the Agreement, and Processor shall be relieved of its obligations thereof under the Agreement. Processor shall also be entitled to terminate the affected Service without liability or any obligations to repay any Charges paid by Controller upon such objections by Controller.
- 7.5 Processor will ensure that Sub-Processors are bound by written agreements that require them to provide materially the same level of data protection required of Processor by the Data Processing Terms, including the limitations on disclosure of personal data. Processor agrees to oversee the Sub-Processors to ensure that these contractual obligations are met. The Processor shall remain responsible for any acts and/or omissions of its Sub-Processors as if they were carried out by the Processor itself.

## **8 TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES**

- 8.1 This Clause 8 shall apply only to personal data that relates to residents of the European Union and shall only be effective in the event that the Controller notifies the Processor that such personal data is being processed under the Agreement.
- 8.2 The Processor shall not process or cause the personal data to be processed by Sub-Processors, outside the EEA without the Controller's prior authorization. The Controller hereby gives the Processor its authorization as set out in the preceding sentence, provided that the Processor:
- (a) provides the Controller reasonable written notice, informing the Controller of the contemplated transfer of personal data to a third country; and
  - (b) has implemented the necessary measures to ensure that an essentially equivalent level of protection for the personal data in accordance with the GDPR.
- 8.3 The Processor shall ensure that there is a valid basis pursuant to the GDPR Chapter V for any transfers of personal data to third countries. Where so required, the Processor shall enter, and Controller authorizes Processor to enter, standard contractual clauses for data transfers between EU and non-EU countries pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (or any successor thereto) with the third country recipient of the personal data (processor to processor transfers).

- 8.4 The Controller shall be entitled to object to the transfer if there is reasonable cause to believe that the transfer in question would be detrimental to the data protection requirements set out herein. However, if the Controller objects to the transfer, the Processor may not be able to fulfil its service delivery (or parts thereof) to Controller.

## **9 SECURITY**

- 9.1 The Processor has implemented and maintains reasonable technical and organizational security measures designed to protect the personal data from unauthorized disclosure or access, accidental loss or alteration, accidental or unlawful destruction and other breaches of security, which are implemented with regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 9.2 The security measures described in Clause 9.1 are further detailed in the Processor's information security policy, which is available on a website which will be disclosed upon a written request to the Processor.
- 9.3 An updated version of the Processor's information security policy will always be available to the Controller on request.

## **10 COMPLIANCE ASSISTANCE**

- 10.1 The Processor shall upon the Controller's request provide all reasonable and timely assistance necessary to enable the Controller to fulfil its obligations toward the Controller with respect to:
- (a) assisting the Controller in carrying out a data protection impact assessment; and
  - (b) assisting the Controller with responding to (i) requests from data subjects to exercise their rights under Applicable Data Protection Laws (e.g., the rights of access, correction, objection, erasure, and data portability, as applicable); and (ii) other correspondence, enquiries or complaints received from a data subject, supervisory authority or other third party in connection with the processing of the personal data.
- 10.2 If any request, correspondence, enquiry, or complaint is made by data subjects directly to the Processor, the Processor shall inform the Controller without undue delay, providing the necessary details of the same.

## **11 AUDITS**

- 11.1 The Processor shall respond to inquiries from the Controller relating to its processing of personal data, including making available all information and accountability documentation necessary to demonstrate compliance with these Data Processing Terms and the Processor's obligations under Applicable Data Protection Laws.
- 11.2 In furtherance of its obligations pursuant to Clause 11.1, the Processor may perform regular audits conducted by qualified, independent, reputable, and accredited third-party auditors in accordance with reputable control standards or frameworks. Information regarding what regular audits is conducted by the Processor from time to time is available upon request from the Controller.
- 11.3 The Processor shall, upon the Controller's request and in the Processor's sole discretion, make available to the Controller a copy of reports from audits as described in Clause 11.2, subject to the confidentiality obligations in place with the Controller. The Processor is entitled to redact from such auditing reports any details which, in the Processor's sole discretion, could compromise the information security, integrity or intellectual property rights protection of the Processor, its information systems or infrastructure, or which could otherwise enable a

recipient to exploit any vulnerabilities with respect to the aforementioned.

- 11.4 If, and to the extent, audit reports and other standard documentation generally made available by the Processor in accordance with the above provisions of this Clause 11 cannot reasonably be deemed sufficient to satisfy the Controller's audit requirements between the Controller and the Processor. All supplementary instructions pertaining to audits and/or inspections shall be carried out by a reputable third-party auditor agreed between the Controller and the Processor, if not carried out by the Processor's existing auditors.

## **12 DATA ERASURE AND RETENTION**

- 12.1 Upon the termination or expiry of the Controller's agreement with the Controller involving the data processing services provided by the Processor, the Processor shall assist in returning to the Controller all the personal data and any copies thereof which the Processor is processing or has processed on behalf of the Controller, and/or securely destroy the same.
- 12.2 Notwithstanding the above, the Processor may retain such personal data as the Processor is under a legal obligation to retain under applicable law.

## **13 LIMITATIONS OF LIABILITY**

- 13.1 The general liability provisions, including limitations of liability and disclaimers of warranty of the Agreement Clause 6 and Schedule 1 (Service and Product Terms) Clause 10) under the Agreement shall apply for liability arising from the Data Processing Terms and the Processor's processing of personal data on behalf of Controller.
- 13.2 Notwithstanding Clause 13.1, claims from data subjects for material or non-material damage resulting from an infringement of the GDPR shall be settled in accordance with the principles of Article 82 GDPR.

## **14 MISCELLANEOUS**

- 14.1 **Consideration:** The Processor shall be entitled to consideration from the Controller in accordance with the Processor's applicable hourly rates for its assistance and participation pursuant to Clause 10 and 11.4 of these Data Processing Terms.
- 14.2 **Term:** These Data Processing Terms shall remain in effect for as long as the Processor processes personal data for Controllers on behalf of the Controller for the purposes described in these Data Processing Terms.

## **PIO DATA PROCESSING TERMS APPENDIX 1**

### **Categories of personal data**

Under or in connection with the provision of the Services, the Processor will process the data subjects' full name, user account ID, email address, telephone number, communication logs and user log.

### **Special categories of personal data**

No special categories of personal data will be involved in the processing.

### **Categories of data subjects**

Under or in connection with the provision of the Services, the Processor will process personal data relating to the Controller's personnel and End-Users.