

Consignor Terms of Use & Data Processing Agreement

Version 2.2

In force from 29.05.2018

TERMS OF USE – CONSIGNOR PLATFORM

These terms of use, together with the Order Confirmation, constitutes the agreement ("Agreement") between the customer's legal entity indicated in the Order Confirmation ("Customer") and Consignor's local legal entity indicated in the Order Confirmation ("Supplier"). The Agreement governs the Customer's access to and use of the Consignor Platform, and the Supplier's delivery of ancillary goods or services, as further described below.

The Agreement also governs the processing of personal data carried out by the Supplier in connection with the delivery, and therefore constitutes the contract (Data Processing Agreement) between the Supplier and the Customer as required under the GDPR Article 28 No. 3.

1 DESCRIPTION OF THE DELIVERY

1.1 Access to the Consignor Platform

The Consignor Platform is developed and managed by Consignor Group AS ("Consignor"), and is offered to the Customer by local Consignor entities (including the Supplier) as Software as a Service (SaaS).

The delivery includes the right for the Customer to access and use the Consignor Platform, on the further terms set out below. To the extent this is set out in the Order Confirmation, the delivery also includes software installed on premise at the Customer's location(s).

The Consignor Platform enables the Customer's employees ("Users") to build shipments in one system, with access to one of the world's largest carrier libraries.

The Consignor Platform contains functionality to produce and dispatch shipments, including production of relevant documents, and for electronic booking.

In addition, the Consignor Platform contains customer service tools such as freight rate calculation, ad hoc transport insurance, SMS and e-mail notification, return management etc.

1.2 Ancillary deliveries

To the extent this is set out in the Order Confirmation, the delivery also comprises label printers, labels and/or other hardware or consumables for use in connection with the Consignor Platform. Unless otherwise set out in the Order Confirmation, such hardware, software and consumables shall be considered as delivered when they have been physically delivered to the Customer's office address.

Other than the Supplier's deliverables described above, the Customer is responsible for procuring all necessary hardware and software and network connections needed to access and use the Consignor Platform.

1.3 Set-up and integration with the Customer's back-end system

The Consignor Platform contains integrations to several back-end systems on the market. The Customer may use such integrations in establishing integrations between the Customer's back-end system and the Consignor Platform, thereby enabling the Customer to access the services offered through the Consignor Platform within the Customer's own system.

The Supplier may provide assistance to the Customer in the establishment of such integrations, on a time and material basis, as further described in the Order Confirmation. The Supplier shall notify the Customer if the estimates in the Order Confirmation cannot be met, for example due to incorrect information provided by the Customer or unforeseeable circumstances.

2 THE CUSTOMER'S USE OF THE CONSIGNOR PLATFORM

2.1 Use of the Consignor Platform

Unless otherwise approved by the Supplier in writing, the Customer may use the Consignor Platform for the Customer's own business purposes only, and may not transfer the use of the Consignor Platform to any third party. The Customer shall always ensure that the Customer's use of the Consignor Platform follows all laws and regulations applicable for the Customer's business, including, but not limited to, personal data regulations.

2.2 Generation, storage and deletion of Shipment Data

The Customer's use of the Consignor Platform will generate transaction data about shipments produced by the Customer ("Shipment Data"). The Shipment Data will be stored within the Consignor Platform, and the Customer may access the stored Shipment Data e.g. in connection with customer enquiries, search, tracking, reporting and statistical purposes.

The Consignor Platform provides an online toolset which may be used by the Customer to export and delete Shipment Data. All Shipment Data will be stored until the data is deleted by the Customer, or until the Agreement is terminated (ref. Section 10.2). Supplier will not delete any Shipment Data beyond what is set out in Section 10.2.

The Annual License Fee covers storage of Shipment Data in the Consignor Platform, from the current calendar year and the immediately preceding calendar year. For storage of older Shipment Data, the Supplier will charge the Customer an additional storage fee in accordance with the Supplier's general price list.

The Supplier shall ensure that the server(s) on which Shipment Data is stored is mirrored, to protect data against loss in case of server failures etc.

2.3 Suspension of the Customer's access to the Consignor Platform

If the License Fees or other fees due under this Agreement have not been paid on the due date, Consignor may suspend the Customer's access to the Consignor Platform completely or partly, until all outstanding amounts have been paid.

Further, Consignor may suspend the Customer's access to the Consignor Platform if Consignor suspects that the Consignor Platform has not been used in compliance with the terms of the Agreement. Consignor may suspend the Customer's access to the Consignor Platform for as long as reasonably required by Consignor to investigate the suspected breach.

The Customer shall not receive any price reduction or refund because of such suspension.

2.4 Suspension of old Consignor versions.

Consignor may suspend the use of older versions of Consignor software installed on premise at the Customer's location(s), if these versions are causing technical problems for third parties or are out of date per current guidelines or specifications from the supported third parties.

3 BASIC SLA AND RESPONSE

3.1 Definitions

Consignor categorises all enquiries in accordance to the ITIL framework.

Incident means an unplanned interruption to an IT service, or reduction in the quality of an IT service.

Service request means a request from a User for information, advice, a standard change or for access to an IT service.

Request for change means the addition, modification or removal of anything that could influence an IT service.

3.2 New versions of the Consignor Platform

Supplier intends to implement future updates to the functionality of the Consignor Platform; however, Supplier shall be under no specific obligation to do so.

The Customer's right to use an updated version of the Consignor Platform will be included in the Annual License Fee payable.

Supplier may require the Customer to update any software, hardware or other equipment used by Customer which is no longer compatible with the updated version of the Consignor Platform.

3.3 Multiple support channels

Online Help Centre

Consignor provides an online Help Centre that includes a knowledge base with FAQ (Frequently Asked Questions). The knowledge base will guide the Customer through the most relevant service requests on a configuration level, and support basic troubleshooting. Access and use of online Help Centre is included in the annual license fee. Consignor Help Centre is an online 24/7 help yourself service.

Technical Staffed Help Desk

Consignor provides access to a Technical Staffed Help Desk, which shall be the Customer's initial point of contact. The use of the services of Consignor's Technical Staffed Help Desk will be charged on a time and material basis. Incidents that concludes a bug in the Consignor Software will not be invoiced to the Customer.

Consignor's Technical Staffed Help Desk will assist with operational enquiry, incident resolution, fault diagnosis and resolution.

The Customer may contact Consignor's Technical Staffed Help Desk during the opening hours Monday-Friday. See Consignor's local homepage for opening hours and contact information.

	Target response time	Guaranteed response time
Phone call	<1 minute	10 minutes
e-mail	2 hours (within office hours)	Next business day

3.4 Consultancy services – additional services

Ordered by the Customer on a case-by-case basis, the Supplier will deliver consultancy services to the Customer. The services can either be delivered on-site or via remote desk. Consultancy services will be delivered on a time and material basis.

3.5 Extended SLA for Business-Critical operations

The Supplier can, at an additional fee, grant access to Consignor's 24/7/365 English Speaking Emergency Response Centre (ERC).

The Supplier can provide a tailor-made service agreement. Contact your local representative for details and pricing.

3.6 System Availability and Server response time

Consignor provides a catalogue of Consignor hosted web services and APIs. These web services serves as back end components for Consignor On-Premises installations, Consignor web applications or the Customer's native business applications.

All Consignor hosted web services is designed for a 100 % uptime, no matter peak load during day or week.

However, should a change demand a planned disruption of service, Consignor will notify the Customer at least 2 weeks in advance. Consignor will plan such an interruption at a low peak schedule, to minimize consequences for the Customer.

Consignor web services are designed, built and configured to response in accordance with the following.

Webservice	Target	Guarantee
Business critical single transactions (Label build, price request, zip Codes etc.)	10-500 milliseconds	1.000 milliseconds
Business critical multi transactions (Batch transmit of data to carrier, batch processing of return information, data mining, retrieval of large datasets etc.) depends on data volume and third-party data importer/exporter	1.000-10.000 milliseconds	N/A
Non-business critical configuration web services (Change in configuration data)	500-3.000 milliseconds	5.000 milliseconds

Consignor makes no guarantee for third party web services, provided by Carriers or other data providers. Target and guarantee time is measured as processing time from start to end at Consignor servers. Slow internet connections and Wi-Fi distribution might increase process roundtrip.

3.7 Service Levels and Fault Severity

In case an incident handling process concludes, that a bug inside the Consignor Platform or Consignor software installed on-premise at the Customer's location(s) is causing the incident, fault correction and support services in the software or infrastructure hosted by Consignor shall comply with the following:

Severity	Initial response*	Target resolution*	Customer information updates
Severity 1 With no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations. (Business critical web services, API's, portal access)	5 Minutes	20 Minutes	Every 2 hours or as agreed
Severity 2 With no workaround, where major functionality is severely affected or restricted, but not causing immediate work stoppage, and operation can continue in a restricted fashion.	60 Minutes	4 Hours	Every 2 hours or as agreed
Severity 3 Where there is a moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1 Business day	30 Business days	As agreed
Severity 4 Where there is a minor loss or degradation of services but work can reasonably continue in an impaired manner, or a query regarding a product/service.	15 Business days	90 Business days	As agreed

*Measured during office hours only

4 PRICE AND PAYMENT

4.1 Access to the Consignor Platform

The license fees for access to the Consignor Platform are comprised by an initial Subscription Fee and an Annual License Fee (collectively referred to as "The License Fees").

The Annual License Fee is available in license levels described in the Supplier's general price list, whereby each level includes a defined number of generated colli IDs per year. The Customer's license level for the initial license period is indicated in the Order Confirmation. For a future license period, the Customer may request a different license level.

If the actual number of collies generated by the Customer during the initial license term or any additional license term is higher than the number allowed by the agreed license level, the Customer will automatically be moved to the next license level and will be charged in accordance with the Supplier's general price list for such higher license level.

The Supplier may increase the license fee for future license periods.

4.2 Ancillary deliveries, implementation and integration services

The price for ancillary deliveries of hardware and consumables are fixed prices set out in the Order Confirmation.

Unless otherwise agreed, implementation and integration services shall be invoiced as consultancy services on a time and material basis, in accordance with the Supplier's current price list.

4.3 Payment

All fees under the Agreement shall fall due upon invoice from Supplier.

Upon signing of the Agreement, the Supplier will issue invoices for the subscription fee and for the Annual License Fee for the initial license term. Upon each subsequent renewal, the Supplier will issue invoices for additional 12-month license terms.

Invoices for hardware, consumables and integration services will be issued upon delivery.

All prices are quoted exclusive of value added tax and other direct taxes that may apply for the deliveries under the Agreement. The Customer undertakes to pay any applicable taxes in addition to the amounts set out in the Order Confirmation. The Supplier shall include such applicable taxes in its invoices.

5 TRANSFER OF THE AGREEMENT

The Supplier may transfer the Agreement to any companies within the Consignor group of companies. The Customer may only transfer the Agreement with the written approval from the Supplier, which shall not be unreasonably withheld or denied.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in the Consignor Platform

The Supplier, or the Supplier's third parties, shall have all intellectual property rights, including, but not limited to copyright and data base rights, in the Consignor software, platform and all individual components used in the construction and operation of the Consignor Platform.

The Customer shall only acquire the limited right to use the Consignor Platform as described in the Agreement, and shall acquire no other rights in the Consignor Platform in its present form or in any future versions of the Consignor Platform. Unless otherwise agreed in writing on a case-by-case basis, this also applies for new functionality developed by Consignor in the Consignor Platform which has been suggested by the Customer or any of the Customer's employees, including developments paid completely or partly by the Customer.

6.2 Rights of Shipment Data

The Customer shall be the owner of all rights in all Shipment Data processed by the Supplier in the Consignor Platform. The Supplier may only use such Shipment Data to the extent this is necessary to deliver the services described in the Agreement. All Shipment Data shall be kept confidential and be subject to appropriate technical and organisational measures as set out in Section 7.1 below.

The Supplier shall have the right to use anonymised Shipment Data for developing statistics relating to the services offered through the Consignor Platform, for further development of the Consignor Platform and for any other purpose. The data base rights in the Supplier's data bases containing anonymised data from the Customer together with anonymised data from other customers, shall remain with the Supplier. Prior to

including any Shipment Data in a data base, Supplier shall ensure that any Shipment Data is anonymised in such a way that it is not possible to identify any individual persons.

7 PERSONAL DATA PROCESSING

7.1 Processing of Shipment Data

The Shipment Data which will be transferred to and processed by the Consignor Platform contains personal data pertaining to the Customer's customers. The Customer shall be considered as the controller for any processing of such personal data, and the Supplier shall be considered as a data processor. The Customer shall thus remain fully responsible for the lawfulness of any such personal data processing.

The Customer shall be responsible for deciding when Shipment Data shall be deleted, and for deleting such data as set out in Section 2.2. The Supplier will delete Shipment Data upon termination of the Agreement, as set out in Section 10.2.

The Supplier shall be entitled to process the Customer's personal data only on documented instructions from the Customer. The Supplier shall hereunder be entitled to process the personal data to the extent this is necessary or the delivery of services under the Agreement, including, but not limited to, processing for the purpose of data security and investigation of any security breaches. The Supplier shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Supplier undertakes to keep all Shipment Data confidential from third parties, with the exception of third parties that contribute to the deliveries to the Customer as set out in the Agreement. The Supplier undertakes to implement appropriate technical and organisational measures to ensure that Shipment Data is protected against accidental or unlawful destruction, loss, alteration, or unauthorised access by any third party.

In the unlikely event that any Shipment Data have been compromised, the Supplier undertakes to inform the Customer without undue delay after becoming aware of the personal data breach. The Customer is responsible for notifying the personal data breach to the competent supervisory authority and to the data subjects, to the extent this is required under the applicable law.

No later than 24 hours after the data breach, the Supplier will send out information about the data breach to all registered users of the Customer. In case non-Consignor-users of the Customer wants to be informed, please sign them up on the Data Security Information Letter: <http://eepurl.com/du6o49>

The Supplier undertakes to assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests from the Customer's customers. The Supplier will make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this section 7 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. If this requires delivery of services from the Supplier beyond what is covered by the standard functionality of the Consignor Platform, the Supplier may charge an additional fee in accordance with its standard prices in force from time to time.

The Supplier will be audited once a year by an independent third-party agency as a part of a ISO 27001 certificate and the audit report will be available in the Data Security Information Letter or on request. In addition to this the Supplier offers the Customer the possibility of extended Audits, which are packaged and priced separately. The Supplier are open for audits and physical inspections as per ordered auditing package – please refer to Consignor pricing list for more information.

The sub-suppliers of Consignor are global cloud-based companies which in nature cannot be audited directly by the Customer, but are audited by other representatives. The Supplier undertakes the responsibility to go through and evaluate available audit reports from the sub-suppliers. Audit documentation on sub-suppliers can be forwarded on request.

The Supplier may not use any Shipment Data in any other way than as described in the Agreement.

The Supplier shall be entitled to employ third party sub-suppliers, such as IaaS (Infrastructure as a Service) suppliers or other third party technical suppliers, in connection with the operation of the Consignor Platform, and to transfer Shipment Data to such third-party suppliers. The Supplier shall enter contracts with sub-suppliers whereby they agree to adhere to the provisions of this Section 7. If the use of the sub-supplier involves transfer of Shipment Data to a third country outside the EU/EEA, the Supplier shall implement additional security measures, such as the EU Model Clauses and seek approval from the Customer.

In the event that the Supplier needs to add or change a sub-supplier for the benefit of carrying out the services of the Consignor Platform, the Supplier will inform the Customer about the changes without undue delay. Changes about sub-suppliers are sent to all Customers that have subscribed to Data Security Information letter on <http://eepurl.com/du6o49>. The Customer holds the right in written to object against changes in sub-suppliers. Objections against or comments on changed sub-suppliers must be sent to the Supplier within 10 days from receipt of information.

7.2 Processing of personal data for which the Supplier is the controller

In addition to the processing of Shipment Data described above, the Supplier will process personal data pertaining to the Buyers, Users and other Customer personnel who are in contact with the Supplier in relation to the Agreement. The personal data will be the name and contact details (telephone number, e-mail etc.) of the data subjects, and information about the contact between each data subject and the Supplier.

The processing is done for the purpose of carrying out the service deliveries to the Customer, and for general business development purposes, including sales and marketing. The Supplier is the controller for this processing. The Supplier may transfer the personal data to another company within the Consignor Group, in which case, such other company will become the controller for the processing, in whole or in part.

The processing of such personal data is necessary for the Supplier's deliveries under the Agreement. The processing of the personal data is also necessary for the Supplier's and/or Consignor's general business operations and business development.

The Supplier and/or Consignor will store the personal data for the term of the Agreement and any subsequent agreement(s) with the Customer. The Supplier and/or Consignor may continue to store the personal data for a reasonable period thereafter, however the data shall in any event be erased when it is no longer necessary to store the data in relation to the purpose indicated above, unless the Supplier and/or Consignor is legally obliged to continue to store the information in order to fulfil statutory obligations, i.a. under tax rules or accounting rules as applicable from time to time.

The Supplier and/or Consignor will process such data in its CRM, CS, LM and ERP systems. The Supplier and/or Consignor may employ third party data processors, such as IaaS or SaaS suppliers or other third party technical suppliers, in connection with the operation of such systems. If the use of a data processor

involves transfer of personal data to a third country outside the EU/EEA, the Supplier shall transfer the personal data on the basis of the EU Model Clauses or other appropriate safeguards.

Each data subject shall have the right to access its own personal data processed by the Supplier and/or Consignor, and shall have the right to request that the data is rectified or deleted under the further conditions set out above. Unless the data subject already has the information about the processing activities carried out by the Supplier, the Customer shall inform its own personnel about the processing.

7.3 Data Protection Officer

Consignor Group has appointed a data protection officer, who can be reached by e-mail:

DataProtectionOfficer@consignor.com

All information regarding data protection will be published online at: www.consignor.com/data-security

8 CANCELLATION POLICY

The Customer may cancel the delivery of ordered consultancy services, giving no less than 24 hours' written notice to the Supplier prior to the agreed start-up of the services. Any ordered consultancy services cancelled later than this shall be paid for in full by the Customer

9 NON-COMPLIANCE

9.1 Remedy

Each party undertakes to remedy any breach of contract as soon as possible after receiving a written notification from the other party with a request to remedy.

9.2 Payment default

In case of a payment default by the Customer, the Supplier shall be entitled to receive interest in accordance with the statutory provisions on late payment interest in the legislation of the Supplier's country of incorporation.

9.3 Price reduction

Where the quality of the Consignor Platform service is significantly lower than what can reasonably be expected by the Customer, the Customer is entitled to a proportionate reduction of the Annual License Fee up to a maximum price reduction of 50 % of the agreed price for the periods when the quality deficit was present.

9.4 Liability

Where one of the parties under the rules of the General Data Protection Regulation has paid compensation to a data subject, the party shall be entitled to claim back from the other party that part of the compensation corresponding to the other party's part of the responsibility for the damage. Consignor shall however be liable towards the Customer for damages caused by personal data processing only where Consignor has not complied with obligations of the General Data Protection Regulation specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Customer. A party shall be exempt from liability towards the other party if it proves that it is not in any way responsible for the event giving rise to the damage.

For other types of damages and any administrative fines imposed upon the other party by a competent supervisory authority, each party shall be liable towards the other party for direct, documented loss caused by the other party's breach of its obligations under the Agreement. No party shall be liable towards the other party for any indirect or consequential losses, including but not limited to loss of production, loss of profits, loss of data or loss of business. No party shall be responsible for any losses exceeding the amounts

paid by Customer (exclusive of any VAT) under this Agreement for the 12 months preceding the month in which the breach forming the basis for the claim occurred.

Without limiting the foregoing, Consignor shall not be responsible for the following losses under the Agreement:

- Additional charges from freight services suppliers against Customer because of errors in the Consignor Platform
- The difference between the freight costs estimated by the Consignor Platform and the actual freight costs charged by the freight service suppliers
- Any additional costs related to manual work required because of errors or unavailability of the Consignor Platform.

9.5 Termination for substantial breach

Where a breach of contract is substantial, and such breach has not been remedied by the other party within 30 days of a written notice sent from the suffering party, the Agreement may be terminated in writing by the suffering party. Termination of the Agreement shall take effect from the date of the termination notice, and shall not affect any services already delivered under the Agreement.

Supplier may terminate the Agreement with immediate effect due to Customer's payment default if a payment which has fallen due for payment has not been paid 30 days after a written payment reminder is sent to Customer.

10 TERM AND TERMINATION

10.1 Initial Agreement term and subsequent terms

The Customer's right to use the Consignor Platform starts on the date indicated in the Order Confirmation, and lasts until the end of the initial Agreement term indicated in the Order Confirmation.

The Agreement is extended for subsequent license terms of 12 months, unless the Agreement is terminated by one of the parties at least 30 days prior to the start of a new Agreement term.

The Customer may also terminate the Agreement with 30 days' notice during a license term, however such termination shall not give the Customer any right of repayment of any License Fees already paid by the Customer, including but not limited to any part of the Annual License Fee covering the period after the effective date of the Customer's termination.

10.2 Effects of termination

Following termination of the Agreement for any reason, the Supplier undertakes to store any Shipment Data for a period of 30 days following the effective date of the termination. During this period, the Customer shall have access to the Consignor Platform and shall be responsible for downloading and storing any Shipment Data. Following the end of the 30-day period, the Supplier reserves the right to delete all Shipment Data without further notices to the Customer.

10.3 Notices

All notices shall be made in writing and sent to the e-mail address as indicated for each of the parties in the Order Confirmation, as amended by the parties from time to time.

10.4 Choice of law and venue

The Agreement shall be subject to the laws of the country in which the Supplier is incorporated. The exclusive legal venue shall be the ordinary courts with jurisdiction at the Supplier's registered business address.