

# ERICSSON CONNECTED LOGISTICS CHAIN SERVICE

## GENERAL TERMS OF USE

### 1 Application of these Terms

These terms apply to your use of the Connected Logistics Chain Service (the “**CLC Service**”), provided by Ericsson (as defined at **Section 2** below).

The functionality enabled by the CLC Service is set out in the CLC Service Overview document made available in the CLC Portal (the “**Service Specification**”). This Service Specification may be amended by Ericsson from time to time, as set out in more detail at **Section 4** below.

All capitalised terms used in these General Terms of Use (the “**Terms**”) are set out in the table at **Section 2** below.

For Users not having a Subscription Agreement, by using or accessing the CLC Service you are deemed to agree to these Terms. Where the person accepting these terms is a worker or employee of a company, you warrant that you have the authority of that company to agree to these Terms on its behalf.

If you have a Subscription Agreement with Ericsson, these Terms supplement and form part of your Agreement with Ericsson.

These Terms may change from time to time, as set out at **Section 20** below.

### 2 Interpretation

The terms in the table below have the meanings given to them there.

Affiliate	in relation to a company, any entity that controls, is controlled by, or is under common control with that company.  In the case of Ericsson, this includes Telefonaktiebolaget LM Ericsson (publ) and each legal entity that Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls.
Agreement	these General Terms of Use and any other agreements entered into between Ericsson and you in relation to your use of the CLC Service (including any Subscription Agreement).
CLC Data	any data uploaded to the CLC Service by a User, including all CLC Object Data.
CLC Portal	the CLC Service graphical user interface available here (or at such other replacement link as notified by Ericsson from time to time): <a href="http://clc.ericsson.net">clc.ericsson.net</a> .
CLC Privacy Policy	the CLC Privacy Policy made available in the CLC Portal (as the same may be updated from time to time).
CLC Service	as defined in <b>Section 1</b> above.
Design and Operation Related Data	data related to the design and implementation of the CLC Service and its performance, configuration and infrastructure (examples include design traces, crash dumps, logs, alarms, software licenses, node type and related hardware information, performance counters).

Ericsson	Ericsson AB, a company incorporated in Sweden with registered organisation number 556056-6258 and having its principal place of business at Torshamnsgatan 23, Stockholm 164 40, Sweden.
Ericsson Systems	the systems, hardware, software and other systems used by, and within the control of, Ericsson in the provision of the CLC Service, including those provided by sub-contractors to Ericsson.
CLC Object	digital items registered in CLC Service with a unique ID associated to it and defined as CLC objects in the CLC Service.
CLC Object Data	data stored within the CLC Service which relates to a CLC Object.
Subscriber	a User that is a party to a current Subscription Agreement.
Subscription Agreement	an agreement governing, amongst other things, the fees payable and other commercial terms, on which a Subscriber's access to the CLC Service is conditioned upon.
User	any user of the CLC Service (including each Subscriber).  Where the use of the CLC Service is by an employee or a worker of a company, "User" means the company for whom that employee, or worker is making use of these services for.
You and Your (including 'you' and 'your')	refers to the person or company making use of the CLC Service for business purposes.  Where you are an employee or worker of a company, this is a reference to the company for whom you are making use of these services for.

### 3 Service Maintenance

- 3.1 You acknowledge that Ericsson may need to take measures that affect the availability of the CLC Service including, but not limited, to planned and emergency maintenance work. Ericsson shall, where possible, inform Subscribers of planned interruptions to the CLC Service.

### 4 Service Changes

- 4.1 Ericsson may continually change the CLC Service as deemed necessary by it. Ericsson may also modify for any reason the hardware and software used in the infrastructure to provide the CLC Service. Ericsson may inform a Subscriber of such changes through release notes and/or document updates in the customer product information disclosed to a Subscriber in the CLC Portal, by posting an updated Service Specification in the CLC Portal, and/or by notifying the Subscriber by email.
- 4.2 If you have a Subscription Agreement with Ericsson, Ericsson shall provide you with no less than 30 days' notice of changes to the CLC Service which are to your material detriment. A change will be to your 'material detriment' only where it would require you to incur material cost, involves the removal of core functionality of the CLC Service, or where such change would result in your integration with the CLC Service completely failing (each a "**Material Service Change**"). In the case that a Subscriber receives notice of a Material Service Change, the Subscriber may elect to terminate its Subscription

Agreement with Ericsson on giving no less than 30 days' notice (such notice to be served within 30 days of receipt of the relevant notice) and Ericsson shall refund, on a pro-rata basis, any fees which have been prepaid for access to the CLC Service for the period falling after the date of termination. This **Section 4.2** sets out the sole and exclusive remedy of a Subscriber in the event of a Material Service Change.

## **5 Acceptable use**

- 5.1 You are responsible for all activities that are made using its login details or through its connection to the CLC Service, including any third-party content or application used in and/or generated using the CLC Service.
- 5.2 You will not (and shall procure that your employees, workers, contractors and/or other agents do not) use the Service to:
  - (a) violate any law or regulation anywhere;
  - (b) gain unauthorised access or violate the security of a service, system, or content;
  - (c) send unsolicited or deceptive messages, viruses, or harmful code; or
  - (d) violate any third party's rights.
- 5.3 You will not (and shall procure that your employees, workers, contractors and/or other agents do not):
  - (a) access or use the CLC Service in a way to avoid incurring fees or otherwise in a way not expressly permitted by these Terms and the Service Specification; or
  - (b) provide onwards (whether for fees or not) the CLC Service as is or share use of the CLC Service to provide rental, hosting or timesharing service to any other person.

## **6 User content and backup responsibilities**

- 6.1 You acknowledge that the integrity of the CLC Data and its accuracy is outside of the control of Ericsson and its Affiliates and that, as such, you are responsible for its content used in and generated using the CLC Service and for ensuring it is backed-up outside of the Ericsson Systems. Ericsson shall not be held responsible or liable in any event for a loss of data (including, without limitation, the costs of re-construction where you have not kept a full back-up of the data stored in the CLC Service).
- 6.2 You are responsible for (a) the technical operation and security of your content; (b) for backing up your content into the applicable service gate; (c) ensuring compliance with all laws in publishing and distributing your content; and (d) any claim relating to you content.
- 6.3 You agree to indemnify and defend Ericsson, its Affiliates and contractors against any claim or alleged claim from a third party that (a) your content, non-Ericsson product or any product, service, or material that you provide or make available when using the CLC Service, directly or indirectly infringes a third party's patent, copyright, or trade secret; (b) arises from your or your end-user's violation of the acceptable use obligations or (c) is related in any way to Ericsson's processing or other use under this agreement of any of your data and/or content.

## **7 Use of the Service and other User responsibilities**

- 7.1 You are responsible for the use of the CLC Service by any person who, or system that, accesses the CLC Service using the login details provided to you, if any, (including, without limitation, use by your employees, workers, contractors and/or other agents). You will ensure that each individual or system that accesses the CLC Service: (a) uses an individual username and password, and (b) keeps any password confidential, secure, and changes it on a regular basis.
- 7.2 You shall use reasonable care and skill to ensure that all CLC Data uploaded to the CLC Service (and any changes made to existing CLC Data) is accurate. Ericsson may terminate and/or suspend your access to the CLC Service where, in its reasonable opinion, you are not materially in compliance with this term. Ericsson shall provide Subscribers with prior written notice in advance of termination or suspension and permit the Subscriber a reasonable opportunity to become compliant with this **Section 7.2**.

- 7.3 Use of the CLC Service requires an internet connection. Each User is responsible for procuring its own connection and Ericsson shall not be responsible in any case for failures taking place beyond the point of connection between the Ericsson Systems and the internet. You are responsible for securing the connection between the Ericsson Systems and your own systems.
- 7.4 All integrations between the CLC Service and non-Ericsson systems (whether using Ericsson published APIs or otherwise), and the results achieved from such integrations, are the responsibility of the relevant User and Ericsson shall have no responsibility for the success (or otherwise) of using such integrations.
- 7.5 Ericsson cannot guarantee the continued use of the CLC Service by any specific User and the continuation of this Agreement is not conditioned upon the continued use by any specific User or group of Users.

## 8 Security and data processing

- 8.1 Ericsson will implement reasonable and appropriate measures designed to help Subscriber secure its content (meaning the CLC Object Data of the Subscriber, including updates and additions made by other Users) used in the Service against accidental or unauthorised loss or access of CLC Data.
- 8.2 The CLC Service enables Subscribers to configure which other Users may see CLC Data relating to their CLC Objects ("**Data Permissions**"). It is the responsibility of the Subscriber to use such controls to protect against unauthorised access to and/or disclosure of its CLC Data. Ericsson shall not be responsible in any event for unauthorised access to and/or disclosure of its CLC Data which results from improperly configured Data Permissions.
- 8.3 Each User shall obtain and maintain all necessary permissions under applicable law that is must have to use, provide, store and process content (including personal data) to perform their responsibilities under this Agreement. Each User must obtain all necessary consents from, or make all necessary notifications to, any customer or end user to allow Ericsson to lawfully process content (including personal data) in performing its obligations under this Agreement. Each User acknowledges that Ericsson acts as data processor under applicable data protection law and not as a data controller.
- 8.4 Ericsson (and its sub-contractors) will not access or use your CLC Data except as necessary to maintain or provide the CLC Service, or as necessary to comply with the law or a binding order of a governmental body. More detail on the types of data that may be stored in the CLC Service and the controls you may deploy to mitigate the risk of unauthorised access to that data is set out in the CLC Privacy Policy.
- 8.5 Unless expressly agreed between Ericsson and a Subscriber in a Subscription Agreement, all CLC Data shall be stored in servers of Ericsson's cloud infrastructure service provider which are located in the European Union.

## 9 Data Ownership

- 9.1 Subject to **Section 8.4**, all CLC data and information relating to a particular Subscriber's CLC Objects (including updates and additions to such data made by other Users) shall at all times be and remain the exclusive property of that Subscriber and considered confidential information subject to the terms of this Agreement.
- 9.2 All Design and Operation Related Data produced as a result of Ericsson's operation or rendering of the CLC Service, or a User's use of the CLC Service, are at all times and remain the exclusive property of Ericsson and considered confidential information subject to the terms of this Agreement.

## 10 Termination and related rights

- 10.1 Your right to terminate for convenience. You may terminate your Subscription Agreement on giving Ericsson no less than 30 days' written notice. Ericsson shall not be required to refund any fees paid where you terminate your Subscription Agreement pursuant to this **Section 10.1** and, further, all fees due for payment up until the effective date of termination shall be paid without deduction. Upon effective termination, you shall cease to be a "Subscriber" for the purposes of this Agreement but these General Terms of Use shall continue to apply to you as a "User" for so long as you make any use of the CLC Service.

- 10.2 Either party may terminate this Agreement for cause immediately if the other party materially breaches this Agreement, on the condition that the non-defaulting party gives reasonable written notice and reasonable time to remedy any material breach first (where it is remediable). Failure to pay a fee when due is a material breach.
- 10.3 Either party may terminate this Agreement immediately upon written notice if (a) a party breaches confidentiality provisions in this Agreement; or (b) a party ceases its business, cannot pay its debts when due, or is subject to insolvency or bankruptcy proceedings.
- 10.4 Ericsson may terminate this Agreement immediately upon written notice if Ericsson is required to do so by law or regulations.
- 10.5 Ericsson may restrict or suspend your access to the CLC Service at any time if Ericsson determines that there is a general security or operational risk to the CLC Service or if required by law or regulation.

10.6 If you are not a Subscriber:

Ericsson may terminate, restrict or suspend your access to the Service if Ericsson determines that a User (or anyone acting on your behalf or using your login details) (a) has breached this Agreement, (b) creates a security risk to the Service or any person, (c) reduces Ericsson's network integrity, (d) may expose Ericsson, Ericsson Affiliate, or contractor to legal liability, (e) violates any applicable law or regulation, or (f) your use of the CLC Service is considered detrimental to the interests of Ericsson; and

10.7 If you are a Subscriber:

(a) Ericsson may restrict or suspend your access to the Service if Ericsson determines that your (or anyone acting on your behalf or using your login details) (a) has breached this Agreement, (b) creates a security risk to the Service or any person, (c) reduces Ericsson's network integrity, (d) may expose Ericsson, Ericsson Affiliate, or contractor to legal liability, or (e) violates any applicable law or regulation; and

(b) If the relevant cause referred to at **Section 10.7(a)** can be remedied, Ericsson will notify you of the steps needed to restore your access to the CLC Service. If the cause cannot be remedied or you fail to take such action within a reasonable time, Ericsson may terminate this Agreement with immediate effect.

10.8 Ericsson may at any time withdraw the CLC Service or terminate this Agreement as follows:

(a) In the case of Subscribers, Ericsson shall give no less than 90 days' notice in writing of such termination and/or the withdrawal of the CLC Service; or

(b) In the case of all other Users, Ericsson may notify Users in advance by way of a notification in the CLC Portal (but shall not be obliged to give such notification).

10.9 In no event shall Ericsson be liable in any way for taking action permitted by this **Section 10**, save that, in the case of a termination of this Agreement with a Subscriber pursuant to 8(a), Ericsson shall refund to the Subscriber, on a pro-rata basis, any pre-paid CLC Service fees which relate to a period falling after the date on which such termination takes effect.

## 11 Effect of termination on Service

11.1 At the end of this Agreement for any reason, Ericsson will terminate User's access to the Service. Customer will return or destroy any Ericsson materials received. Ericsson may delete all CLC Data stored in the Ericsson Systems at the expiry of 60 days following the termination of this Agreement. Prior to its deletion, Ericsson may (subject to payment of Ericsson's fees) provide reasonable assistance to a Subscriber to obtain a copy of its CLC Data.

## 12 Fees and payment

12.1 If you are a Subscriber, you will pay Ericsson the applicable fees specified in its Subscription Agreement on the basis set out there.

12.2 All fees invoiced are due within 30 days of the invoice date, without any right of set-off or counterclaim. If Subscriber disputes an invoice, Subscriber undertakes to pay all undisputed amounts

as they become due. Ericsson may charge interest (accruing on a daily basis) on undisputed amounts not paid when due at a rate of 5% per annum.

### **13 Ownership**

- 13.1 Ericsson, its Affiliates and/or its contractors shall at all times be and remain the owner of all intellectual property rights and know-how in and to (a) the CLC Service, documentation and any other service provided under this agreement; (b) any graphics or content included in the CLC Service, including the Design and Operation Related Data; (c) all underlying software, data, and other materials that operate the CLC Service (including any APIs); (d) any modification, enhancement or derivative work made of (a) through (c), including a User's feedback or suggestions about the CLC Service. Users shall acquire no intellectual property rights by virtue of this Agreement or their access to or use of the CLC Service.
- 13.2 You will sign any document as may be necessary to give effect to the ownership position set out at **Section 13.1**.

### **14 Compliance with laws and export control**

- 14.1 Each party is responsible for complying with any law or regulation that applies to its responsibilities under this agreement.
- 14.2 User will adhere to, and, is responsible for obtaining, all necessary approvals and licenses needed to and applicable for using the CLC Service and using, providing and storing its and its customers' content in connection with the CLC Service.
- 14.3 User and Ericsson will comply with all applicable import, re-import, export, and re-export control laws and regulations that apply to their responsibilities under this Agreement. For User, this includes User's and its customer's transfer and processing of content.

### **15 Limitation of liability and disclaimers**

- 15.1 Ericsson shall not be liable for direct or indirect damages or losses to any User (or any third party) in connection with a User's use of the CLC Service including, without limitation, errors or interruptions in the CLC Service or errors in the information processed by the CLC Service. Ericsson shall not be liable for any unauthorised data access or inadvertent disclosure of data taking place outside of the Ericsson Systems (including, without limitation, in the public internet). Ericsson shall not be liable for damages arising from any security defects in the User's systems or as a result of errors / deficiencies in the User's original information to the CLC Service. Ericsson is not responsible for errors or defects in data submitted to the CLC Service by Users or third parties acting on their behalf.
- 15.2 Subject to the remainder of this **Section 15**, Ericsson's aggregate liability in each calendar year for all claims under or in connection with this Agreement are limited to the lesser of: (i) an amount equivalent to 100% of the amount the User pays Ericsson under this agreement in the preceding calendar year (or, during the first calendar year, the fees already paid in that calendar year); or (ii) 5000 Euro (five thousand Euro).
- 15.3 A party is not liable for any of the following, under any claim (including any indemnity) or theory of liability, even if the other party knew it was possible or reasonably foreseeable: (a) lost profit, revenue, business, value, market share, use, production, contracts, goodwill, actual or anticipated savings, lost or unauthorised access to content or data or distortion of data (including personal data), any regulatory fines; or (b) any special, indirect, incidental, punitive, or consequential damages in any way.
- 15.4 The limits and exclusions apply to each party and its employees, contractors, and Affiliates collectively.
- 15.5 The limitations and exclusions in **Section 15.2** do not apply to a party's liability caused by wilful misconduct, gross negligence, or that otherwise cannot be limited under applicable law.
- 15.6 Except as set out in this agreement, Ericsson (and each party's Affiliate or contractor) does not make any other express or implied warranties or representations, including (without limitation) in relation to the non-infringement of third-party rights, merchantability, satisfactory quality, or fitness for purpose.

- 15.7 Any claims by a User against Ericsson shall be made not later than one year after the time the Customer became aware or should reasonably have become aware of the facts and circumstances on which such claim is based. In the event that a User does not initiate a claim within this time period, such claim shall be deemed to have been irrevocably waived.

## **16 Taxes**

- 16.1 Each party is responsible for its own taxes. Ericsson is responsible for any tax based on Ericsson's net income, and for the personal income tax of its employees or contractors.
- 16.2 The fees payable by a Subscriber under a Subscription Agreement exclude VAT or similar sales taxes and withholding tax. Subscriber will pay these and any other tax or duty related to this agreement in addition to such fees, as specified in invoices issued by Ericsson.
- 16.3 If under any present or future law or regulation, Ericsson must pay or Subscriber must deduct any tax or duty under this agreement, Subscriber will increase the amount payable to cover such deduction or payment.

## **17 Confidentiality**

- 17.1 A party will (a) only use or copy any information or documentation that it receives under this Agreement to fulfil and manage its rights and obligations under this Agreement; (b) not disclose to any person, in any form or way, such information or documentation (including this agreement) without written permission from the other party; and (c) keep it secure and protected to a reasonable level of care against loss, damage, or unauthorised access.
- 17.2 A party may disclose such information or documentation to its Affiliate, employee, or subcontractor, but only if (a) that person needs to know to fulfil and manage the party's rights and obligations; and (b) before disclosure, that person accepts confidentiality obligations substantially the same as those set out in this Agreement; and (c) the party remains liable for that person's breach. Ericsson may disclose such information or documentation to allow an assignment by Ericsson of its receivables under this Agreement to a financial institution.
- 17.3 This section does not apply to any portion of information or documentation that:
- (a) the disclosing party agrees to a disclosure to a person, or that is required to fulfil or manage a party's right or obligation under this Agreement;
  - (b) is already or becomes publicly available, except by breach of confidentiality;
  - (c) is demonstrably developed at any time without use of such documentation or information; or
  - (d) was already known before disclosure or obtained at any time, without obligation of confidentiality.
- 17.4 The obligation of confidentiality set out in this section survives three years after the end of this Agreement.

## **18 Force majeure**

- 18.1 Neither party is liable for any failure or delay to fulfil its obligations to the extent caused by any event beyond its reasonable control.

## **19 Governing law and dispute resolution**

- 19.1 This Agreement (including all non-contractual obligations arising from its subject matter) shall, without reference to conflict of law rules, be governed by and construed in accordance with the laws of Sweden. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.2 The parties will settle any dispute arising out of this agreement by arbitration under the Rules of Arbitration of the International Chamber of Commerce using three arbitrators, in Stockholm, Sweden, with all documents and proceedings in English. Either party may seek emergency injunctive relief in any court of competent jurisdiction

## 20 Amendments to these Terms and Conditions

- 20.1 Ericsson may change these terms and conditions on giving not less than 60 days' notice at any time by publishing updated terms and conditions by way of a link within the CLC Portal. In the case of a Subscriber and the changes are of material detriment to a Subscriber (as reasonably determined by Ericsson), Ericsson shall also provide notification by email and/or post in accordance with Section 21.8 and, upon receipt of such notification, Subscriber may terminate this Agreement on giving not less than 30 days' written notice (such notice to be served no later than the date on which the change of terms and conditions takes effect).

## 21 Miscellaneous

- 21.1 **Amendment.** Except as set out in this Agreement regarding changes, no other amendment of this Agreement is effective unless it is in writing and signed by the parties.
- 21.2 **Assignment.** You may not assign any right or transfer any obligation under this Agreement without the prior written consent of Ericsson. Ericsson may assign this Agreement and/or any receivables without your consent: (a) in connection with a merger, acquisition or sale of all or substantially all of the assets relating to the CLC Service; (b) in order to assign receivables to a financial institution; (b) to any Affiliate or as part of a corporate reorganisation; and upon such assignment taking effect, the assignee shall automatically substitute Ericsson as a party to this Agreement and Ericsson shall therefore be fully released from all of its obligations and duties to perform under this Agreement.
- 21.3 **Relationship of the Parties.** Each party is an independent contractor and this agreement does not constitute a partnership or agency relationship between the parties. Neither party has any authority to bind or commit the other party, or assumes any responsibility for the other party's regulatory obligations, business, or operations. Each party is responsible for determining the assignment of its employees and contractors, and for their direction, control, and compensation.
- 21.4 **Sub-Contracting.** Ericsson may contract portions of its undertakings under this agreement to a subcontractor of Ericsson's choice. Ericsson is responsible and liable to Customer for their performance.
- 21.5 **No Third-Party Rights.** The parties intend that no person, other than the parties, has any cause or right of action under this agreement.
- 21.6 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement. This Agreement supersedes all other oral or written agreements, understandings, representations, or courses of dealing relating to the subject matter of this Agreement.
- 21.7 **Notices to the User.** All notices under this Agreement may be served by Ericsson sending an email to the email address of the administrator for the relevant User registered in the CLC Service or by post to the registered office of the address of the User or as recorded in the CLC Service. Notices sent by email to the Customer shall be deemed to be served immediately at the point of sending and by post on the second Business Day after posting.
- 21.8 **Notices to Ericsson.** All notices under this Agreement may be sent by email to the email address provided for these purposes in the CLC Portal.