# GENERAL TERMS AND CONDITIONS FOR LOBSTER LOGISTICS CLOUD GMBH

## I SCOPE OF APPLICATION

1. These General Terms and Conditions (GTC) shall regulate the legal relationship between Lobster Logistics Cloud GmbH (hereinafter referred to as LLC) and each user of the Lobster Logistics Cloud Platform (see no. II.1), such as shipping agents placing orders via EDI or online via the Logistics Cloud Platform, freight forwarders, transport companies and other service providers in the supply chain (hereinafter also referred to as "customer") – together referred to as "contractual partners".

2. By registering with the Logistics Cloud Platform and/or by using the Logistics Cloud Platform and/or by concluding an individual agreement, the customer declares that they have read and understood these GTC and accept the validity thereof.

3. In the event that the customer's general terms and conditions contain provisions which conflict with these GTC, then these GTC shall prevail.

4. LLC reserves the right to change these GTC at any time, unless this is not reasonably acceptable for the customer, taking into account the interests of both contractual partners. Changes to the GTC are permissible in particular in the event of legislative changes, or changes in jurisdiction and official or judicial requirements. The amended GTC shall be communicated in writing or in another suitable manner (for example by email or via www.logistics.cloud) and shall be deemed to have been accepted if the customer does not object in writing within 30 calendar days. If the customer objects, the previous provisions shall continue to apply.

## II SUBJECT OF THESE GTC

1. LLC provides its customers with an electronic platform (hereinafter also "Logistics Cloud"), which is made available as a data exchange platform (hereinafter "Logistics Cloud Connectivity Core") for information along the entire supply chain.

2. In addition to the Logistics Cloud Connectivity Core, supplementary LLC Partner Services are available in a separate area of the platform (hereinafter "Logistics Cloud Marketplace"). If a customer purchases a service from another provider via the Logistics Cloud Marketplace, then the contract shall be concluded directly between the customer and the provider. The services which are available on the Logistics Cloud Marketplace are subject to the GTC of the respective partner.

3. The current product descriptions at www.logistics.cloud offer information on the scope of the individual services and functions of the Logistics Cloud Connectivity Core. LLC may hire third-party providers to fulfil the respective contract and have services performed by third parties.

4. The Logistics Cloud and the Logistics Cloud Connectivity Core are constantly being developed and modified, where appropriate. LLC is entitled to change the functionality and design of the Logistics Cloud at any time, unless this is not reasonably acceptable for the customer, taking into account the interests of both contractual partners. Changes to services are deemed to be reasonably acceptable for the customer if they are required by (a) legal provisions, (b) technical innovations and developments, (c) the functionality is replaced by equivalent or higher-value functionalities, in particular.

## III USE OF THE LOGISTICS CLOUD PLATFORM

1. The customer undertakes to use the Logistics Cloud only for the purposes described in the product description (see no. II.3). The customer may not use the Logistics Cloud for activities that constitute a violation of the law or infringe on the rights of third parties.

2. The following actions and forms of use are, in particular but not exclusively, prohibited:

   · The use of robots, spiders or other automatic mechanisms or manual procedures to check or make accessible the content of the Logistics Cloud, unless they are provided by LLC for the contractual use of the platform;

   · The publication or distribution of material on the Logistics Cloud that is unlawful, in particular material which is intended to incite a violation of the law, which gives rise to civil liability, which is threatening, insulting, defamatory, obscene, indecent or pornographic;

   · Using or accessing the Logistics Cloud in such a way that negatively affects the performance or function of the platform. In particular, the customer may not take any measures that could result in an unreasonable or excessive load on the infrastructure of the Logistics Cloud.

   · Using the Logistics Cloud in any way to introduce viruses, trojans, worms, time bombs or other programs and procedures to interrupt, interpose or in any other way take measures that could infringe on the rights of the Logistics Cloud or its customers, or that could impair the rights of LLC or third parties.

## IV DILIGENCE WHEN USING THE LOGISTICS CLOUD PLATFORM

1. Insofar as the customer receives login details (username and password) within the context of using the Logistics Cloud, the customer is obligated to treat these login details as confidential and to protect them against improper use by unauthorised persons. The customer is responsible for all consequences resulting from the unauthorised use of login details and the use of the platform.

2. In particular, the password is not to be written down or stored unprotected on an end device. LLC recommends that customers change their passwords regularly.

3. If an interface to the Logistics Cloud has been set up in a customer's operating system, then the customer is responsible for ensuring that unauthorised persons do not have access to the Logistics Cloud.

4. The customer is responsible for the completeness and accuracy of the data entered into and made available to the Logistics Cloud. LLC is not obliged to check data provided by the customer for accuracy. LLC assumes no responsibility for any damage resulting from inaccurate or incomplete data, e.g. due to delays or incorrect calculations, whether caused by the customer themselves or by unauthorised use of the customer's login. The customer shall be liable as the originator of the data.

## V AVAILABILITY OF THE LOGISTICS CLOUD PLATFORM

1. LLC guarantees availability of the Logistics Cloud in accordance with the conventional technical standards. Details on availability can be found in the product description at www.logistics.cloud. However, the customer is aware that it is not possible to create a program that is completely free of errors, based on the current state of the art. Therefore it is possible that the data and services may not always be available through no fault of LLC. In particular, it is possible that impairments may occur in the form of transmission errors, technical defects, malfunctions, illegal interventions in network facilities, overloading of the network, deliberate overloading of electronic connections by third parties, as well as interruptions or other incapacities on the part of the network operators.

2. The computers and networks of the customer and/or partners in the Logistics Cloud Marketplace are outside of LLC's sphere of influence. Therefore, LLC does not guarantee the functionality of these computers and networks.

3. LLC is not responsible for the constant availability of the Logistics Cloud and the information stored therein. In particular, but not exclusively, LLC is not liable for failures due to the following causes:

a) use of unsuitable display software and/or hardware (e.g. browser);

b) disruption of the communication networks of other operators;

c) computer failure of the Internet provider or online services;

d) incomplete and/or not updated offers on proxy servers (intermediate storage).

4. The customer is responsible for alternative solutions (emergency plan) in the event of unavailability of the Logistics Cloud.

5. Should a security risk be identified, then LLC reserves the right to interrupt the services of the Logistics Cloud at any time until the issue has been remedied in order to protect the customer.

6. In case of unavailability, system failures or malfunctions of the Logistics Cloud, LLC will take all reasonable measures to restore the availability of the Lobster Logistics Cloud Platform as quickly as possible.

## VI INTELLECTUAL PROPERTY RIGHTS

1. All copyrights, usage rights and other industrial property rights relating to the Logistics Cloud and the data on the www.logistics.cloud website, including the HTML code, text, photographs or other images that can be seen on the website, are either owned by LLC or are licensed to LLC by the owner.

2. Visiting, using or ordering services on the www.logistics.cloud website or the Logistics Cloud, does not give the customer claim to any copyrights, usage rights or other industrial property rights.

## VII DEFECTS OF THE LOGISTICS CLOUD PLATFORM

1. The Logistics Cloud Platform is deemed to have a defect if it does not have the attributes as stipulated in the product description on www.logistics.cloud. The customer is obliged to at least report any defects in writing. LLC will remedy these defects within a reasonable period of time.

2. LLC does not guarantee the accuracy or appropriateness of the information provided by customers or third parties and does not in any way guarantee the fulfilment of the contracts concluded with customers and/or between customers and third parties via the Logistics Cloud.

## VIII REMUNERATION, TERMS OF PAYMENT, DEFAULT

1. The remuneration is exclusive of any statutory value added tax that may apply. The remuneration includes the standard services specified at product level (Logistics Cloud Connectivity Core) for the one-time implementation and the use of the Lobster Logistics Cloud Platform.

2. The customer can choose between two variants for the use of the Logistics Cloud:

   a) In the case of a monthly subscription, LLC shall invoice the customer at the end of the respective month.

   b) In the case of an annual subscription, LLC shall invoice the customer in advance for one year of the contract.

3. Detailed information on the remuneration can be found in the current Logistics Cloud price list.

4. Additional services individually agreed with the customer shall be remunerated separately and will be invoiced separately.

5. The services offered by LLC partners in the Logistics Cloud Marketplace in addition to the Logistics Cloud Connectivity Core are to be remunerated separately and are invoiced separately by the respective partner of LLC.

6. The prices, which are either valid at the time of the order or which are listed in the offer which resulted in the order, are decisive for the invoicing. LLC is entitled to increase the prices appropriately at the end of each calendar year. LLC will announce the price increase in writing giving at least a 12-week notice period to the end of the calendar year. If the customer does not object to the price change within 4 weeks of being notified, then the changed base rates are considered accepted by the customer. If the increase amounts to more than 5 percent of the previous year's flat rate, then the customer has an extraordinary right to terminate the contract, subject to a 30-day notice period to the end of the calendar year. In the notification of change, LLC shall inform the customer both of this special right of termination and that the change will take effect if the customer does not exercise the special right of termination.

7. Unless otherwise agreed, invoices from LLC are due for payment within 10 calendar days of the invoice date.

8. If the customer is in default of payment, LLC is entitled to lock the customer's account without compensation, provided the customer was informed of said locking in the necessary reminder. LLC may charge an appropriate processing fee for reactivating the account.

## IX CONFIDENTIALITY

1. Neither of the contractual partners shall be entitled to transfer confidential information of the other contractual partner to third parties without written consent. Both contractual partners undertake to use confidential information only as provided for in the provisions of these GTC or individual agreements. Both contractual partners shall undertake to observe no less than the same precautionary measures as they take with regard to their own confidential information. Such precautionary measures must at least be sufficient to prevent disclosure to unauthorised third parties. In addition, both contractual partners are obliged to prohibit the unauthorised disclosure or use of confidential information by their customers, employees, subcontractors and legal representatives.

2. The contractual partners shall inform each other in writing in the event of misuse of confidential information.

3. Confidential information shall exclude information that

   a) was already known to the other contractual partners before transmission due to an assignment and without an existing confidentiality agreement;

   b) is transmitted by a third party not subject to a comparable confidentiality agreement;

   c) is otherwise publicly known;

   d) has been developed independently and without use of the confidential information;

   e) has been released for publication in writing; or

   f) must be transmitted pursuant to a court order, provided that the contractual partner affected by the transmission is informed in good time, allowing legal action to still be taken.

## X DATA PROTECTION

1. Both contractual partners shall comply with the data protection regulations, in particular the BDSG [German Data Protection Act] and GDPR. A contractual partner shall only collect, store, process and use the personal data of the other contractual partner to the extent and for as long as is necessary in order to establish, execute or terminate an assignment. Any other collection, processing and use of personal data of the other respective contractual partner shall only occur if required or permitted by a legal provision or if the other respective contractual partner has expressly consented thereto. LLC undertakes to maintain data secrecy in accordance with sec. 53 BDSG and further undertakes to maintain data secrecy even after termination of an assignment. LLC further undertakes to employ only such employees to process personal data which have been bound to data secrecy in accordance with sec. 53 BDSG.

2. Where necessary, the contractual partners shall, in addition to an assignment, conclude a contract on order processing in accordance with art. 28 GDPR.

3. Nevertheless, the customer agrees that their data may be processed confidentially and anonymously by LLC for its own operational purposes. The customer may object to this use of their data by means of a written notification.

4. The customer releases the information posted on the Logistics Cloud Platform for inspection and supplementation by other parties involved in the transport process. The visibility of the data may be restricted depending on the respective role in the supply chain.

## XI CONTRACT DURATION AND TERMINATION

1. A contract is concluded between the customer and LLC as a result of registering with the Logistics Cloud and/or using the Logistics Cloud and/or concluding individual agreements. This contract may be terminated by either contractual partner subject to the following periods:

   a) In case of an annual subscription (reduced usage fees):

   The initial term of the contract is 12 months from the month of registration. It shall continue on a rolling basis unless the contract is terminated with 30 calendar days' notice before the end of the initial term. Thereafter, the contract may be terminated with a notice period of 30 calendar days to the end of the respective calendar year.

   b) For monthly subscriptions:

   The initial term of the contract is 3 months from the month of registration. It shall continue on a rolling basis unless the contract is terminated with 30 calendar days' notice before the end of the initial term. Thereafter, the contract may be terminated with a notice period of 30 calendar days to the end of the respective calendar month.

2. LLC is entitled to extraordinary termination for good cause. Good cause shall include, in particular:

   a) default of payment by the customer despite repeated reminders;

   b) significant breaches of contract by the customer despite warnings and setting of deadlines;

   c) justified suspicion of misuse of the Lobster Logistics Cloud Platform;

   d) security risks.

3. Alternatively, LLC is entitled to immediately lock the customer's Logistics Cloud account for good cause.

4. In case of justified extraordinary termination, LLC has the right to delete all customer data after a period of 30 calendar days after termination of the contract and/or to lock the customer's account without compensation.

## XII LIABILITY

1. No matter the legal grounds (delay, material defects and defects of title, infringement of property rights, poor performance), LLC shall exclusively be liable according to the provisions of no. XII.

2. In the following cases, LLC shall bear unlimited liability:

   a) intent and gross negligence;

   b) damages resulting from injury to life, body or health, irrespective of the form of fault;

   c) acceptance of guarantees;

   d) fraudulent intent.

   However, the no-fault liability of § 536 a) para. 1 case 1 BGB (German Civil Code) shall remain excluded.

3. Provided none of the cases of no XII.1 applies, yet LLC violates an essential contractual obligation due to slight negligence, LLC shall be obligated to compensate the contractually foreseeable damage. An essential contractual obligation is defined as an obligation which makes the execution of the contract possible in the first place and the customer regularly relies on the fulfilment of this contractual obligation.

4. The liability of LLC in accordance with the provisions of the German Product Liability Act remains unaffected by the above conditions.

5. If damage was caused by both contractual partners, the contributory negligence of the customer must be taken into account (§ 254 BGB).

6. In particular, the customer shall themselves be responsible for regular data backups, the appropriateness of which is determined by their individual risks. If LLC is liable for data loss, then liability is limited to the costs incurred from the duplication of data backups, as well as the costs for data restoration, which would have been incurred even if there had been adequate data backups.

7. If the customer violates the regulations of these GTC or infringes the rights of third parties, regardless of whether the violation or infringement was caused by the customer themselves or by unauthorised use of the customer's login, the customer shall be liable and fully indemnifies LLC from claims of third parties.

## XIII APPLICABLE LAW AND PLACE OF JURISDICTION

1. These GTC are subject to German law. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

2. The place of jurisdiction is Munich (Landgericht München I).

3. Should any provisions of these GTC be rendered void or legally ineffective, the remaining provisions shall continue to apply. In this case, void or legally ineffective provisions shall be replaced by legally effective provisions which come as close as legally possible to the economic effects of the ineffective provisions.

4. The respective language version applies. Any translations are for information purposes only.