END-USER LICENSE AGREEMENT

1   BACKGROUND

Codeunit Solutions International AB ("**Codeunit**") provides the software, files and any associated information, materials and documentation related to OmniConnect, EasyWMS, and OmniPrice (the "**Service**"). This End-User License Agreement (the "**Agreement**") is a legal agreement between you (either an individual or a corporation) who sign up for the Microsoft AppSource or any associated services and access or download the Service through the Microsoft services.

2   ACCESS

2.1   Codeunit grants you a non-exclusive and non-transferable limited and revocable license to use the Service for internal purposes and as defined on Codeunit's website www.codeunit.io (the "**Website**") and in accordance with this Agreement and with applicable law.

2.2   Except as expressly authorized you shall not copy, in whole or part, the Service, reverse compile or reverse assemble or create any derivate work from all or any portion of the Service. You may not modify the Service or attempt to gain unauthorized access to any material or system.

2.3   Except for use of the Service during a trial period granted by Codeunit, you may only use the Service if you pay a license fee as specified either: (1) in specific agreement between you and Codeunit or, if no specific agreement exists between you and Codeunit, (2) on the Website, from time to time.

2.4   When registering users you are responsible for the users' use of the Service and are bound by the orders and endorsements made by such users. You are responsible for that the user passwords for access to the Service are stored in a satisfactory way and are inaccessible for third parties. Several users are not allowed to use the same username and password to log on to the Service.

3   LIMITATION OF LIABILITY

3.1   Under no circumstances will Codeunit or its suppliers and dealers be responsible for your or any other person's direct, indirect, special, incidental, punitive or consequential damages (including but not limited to damages for loss of business, loss of profits, loss of data, business interruptions or the like) arising out of your use of or inability to use the Service. Codeunit will under no circumstances whatsoever compensate you for any losses or damages you may experience in the use of the Service, even if the Service is the reason for the loss or damage. In no event shall Codeunit's or its suppliers' liability to you, whether in contract, tort (including negligence) or otherwise exceed the price paid by you.

3.2	The Service and any related material are provided on an "AS IS" basis. Codeunit reserves the right to change, remove, suspend, or disable the Service or any related material without notice or liability. Codeunit is not liable for potential damages to you or a third party due to planned or unplanned interruptions in the availability of the Service.
3.3	Codeunit makes no warranties with regards to the Service or its availability and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, good title, satisfactory quality and non-infringement to the extent allowed by applicable law.

4   SUPPORT, UPGRADES ETC.

4.1	Codeunit may provide you with support during office hours (09.00-17.00) Monday-Friday excluding public holidays in Sweden through the email support@codeunit.io. Codeunit will use reasonable efforts to respond to support requests within 24 hours of their receipt. Codeunit is entitled to charge a fee for any additional service rendered to you in accordance with the terms either (1) set out on the Website or (2) in a specific agreement between you and Codeunit.
4.2	Codeunit is entitled, but not obligated to, upgrade the Service on a regular basis and without any prior information or notice provided to you. Advance notice of an update will be provided if Codeunit has identified a change that will impact a customer's environment in an unexpected manner.
4.3	Codeunit is entitled to engage sub-contractors to perform its commitments under the Agreement. Codeunit is responsible for the subcontractor's work and services in relation to you.

5   INTELLECUTAL PROPERTY RIGHTS

5.1	This Agreement does not imply the passing of any intellectual property right or part of such right to you, except the limited right of use specified in the Agreement. All right, title, interest and intellectual property and proprietary rights in and to the Service shall belong to Codeunit and Codeunit is the sole owner of all intellectual property rights relating to the Service, all information contained in and created in the Service and to all intellectual property rights to the results generated by Codeunit's or your and your users' use of the Service.
5.2	You may not wholly or partly assign or pledge your rights and/or obligations under this Agreement to any third party without the prior written approval of Codeunit. You may not transfer or grant right of use to copies of the Service.

6   AMENDMENTS OF THE AGREEMENT

6.1	Codeunit is entitled to amend the terms of this Agreement including the fees for the Service provided that Codeunit has informed you of such amendments no later than three (3) months before the amendments enter into force. In the event that you do not accept the amendments you are entitled, before the new terms enter into force, to terminate the Agreement per the date that the amended terms comes into force. Such termination shall be made in writing to

Codeunit within thirty (30) days after you have received the information regarding the amendments.

7   NON-DISCLOSURE

Both parties agree not to reveal to third parties confidential information, which they have obtained from the other party or which arises during the use of the Service. Confidential information refers in this Agreement to any item of information – technical, commercial or of any other nature – regardless of whether or not such information has been documented, with the exception of:

(a)   information, which is generally known or which becomes a matter of general knowledge in a manner other than through your breach of the provisions of the Agreement;

(b)   information, which you can prove that you have possessed before you received it from Codeunit;

(c)   information, which you have received or will receive from a third party without having a duty of secrecy to such party.

8   BILLING

8.1   Billing starts at the time of go-live. Initial invoice covers a three (3) month period, unless otherwise specified.

8.2   All subsequent invoices will cover a twelve (12) month period, unless otherwise specified.

8.3   Payment for each invoice is due within 30 days from the date of the invoice. Late payments may be subject to applicable fees and interest charges.

9   TERMINATION

9.1   This Agreement enters into force when the terms have been accepted by you and may be terminated by either party by giving the other party at least three (3) months written notice (after the first three (3) month billing period has passed). Termination of the Agreement shall always be in writing.

9.2   During the first billing period, termination may happen one (1) day before the next billing period.

9.3   Either party is entitled to terminate the Agreement effective immediately if the other party commits a material breach of the Agreement.

9.4   Codeunit is entitled to suspend the access to the Service if payment of any fees under this Agreement is not made in time.

9.5   Each party is entitled to terminate the Agreement with immediate effect in the event that the other party is declared bankrupt, enters into composition proceedings or liquidation or can otherwise be assumed to have become insolvent.

9.6   Upon termination or expiration of the Agreement, your right to use the Service terminates immediately, and you shall immediately uninstall from all computers and storage media all software related to the Service and return all copies of such software and any related documentation to Codeunit.

10   PROCESSING OF PERSONAL DATA

10.1   Codeunit will process Personal Data (as defined in the Data Processing Agreement below) about you. For more information about the processing of personal data, see the Website.

10.2   Codeunit will provide you with certain Service under the Agreement. In order for Codeunit to fulfill its obligations under the Agreement (the **"Assignment**"), Codeunit may in some situations process certain Personal Data on behalf of you. In consideration hereof, the Parties enter into the following Data Processing Agreement, se **Appendix A** below.

11   ENTIRE AGREEMENT

The contents of this Agreement and the terms published on the Website shall supersede all previous written or oral commitments and undertakings between the parties.

12   GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Sweden without giving effect to the principles of conflict of law. Any dispute that may arise out of or in connection with this Agreement shall be settled by the district court of Malmö, Sweden.

DATA PROCESSING AGREEMENT

1   BACKGROUND

1.1   Codeunit will, for the processing of Personal Data (if any), in connection with the Assignment, act as a data processor on behalf of you, which as data controller is responsible for the processing of Personal Data under the Assignment.

1.2   This Data Processing Agreement is intended to apply together with the Agreement if Codeunit processes any personal data. If not, the Assignment will only be governed by the Agreement.

1.3   Codeunit is hereinafter referred to as the "**Data Processor**" and you as the "**Data Controller**".

2   DEFINITIONS

In this Data Processing Agreement, the following terms shall have the meanings ascribed to them below.

"**General Data Protection Regulation**"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, or such approved regulation by the European Parliament and the Council.

"**Personal Data**"

means the personal data that the Data Processor processes on behalf of the Data Controller under this Data Processing Agreement. Personal Data is such information regarded as personal data according to the legal definition of the Data Privacy Laws, as applicable from time to time.

"**Data Privacy Laws**"

means any law or regulation in force concerning the processing of Personal Data, including but the General Data Protection Regulation, other European Union legislation relating to the processing of Personal Data and the Supervisory Authority's, at any given time, given decisions, advice, recommendations and opinions.

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"Data Subject"

means the natural person that the Personal Data refers to.

"Supervisory Authority"

means the or those supervisory authority(ies) with the power to conduct supervision of processing of Personal Data under the Data Privacy Laws. At the time of the entering of this Data Processing Agreement, the Swedish Data Protection Authority is such an authority.

3 THE DATA CONTROLLER'S OBLIGATIONS

3.1 The Data Controller undertakes to comply and keeping up to date with the Data Privacy Laws. The Data Controller also undertakes to cooperate with the Supervisory Authority in its exercise of supervision regarding the processing of Personal Data.

3.2 The Data Controller is required to provide clear and documented instructions to the Data Processor regarding the processing of Personal Data by the Data Processor. The Data Controller's instructions to the Data Processor are set out in this Data Processing Agreement. The Data Controller has the right and obligation to adjust the instructions and provide modified or supplementary instructions to the Data Processor when required. The Data Controller shall clearly and in good time inform the Data Processor of any such changes.

3.3 The Data Controller is responsible for ensuring that the instructions provided by the Data Controller to the Data Processor are in accordance and compliance with the requirements of the Data Privacy Laws.

3.4 The Data Controller undertakes to ensure that the Data Controller's employees and other Data Subjects receive information about how their Personal Data is processed by the Data Processor.

4 THE DATA PROCESSOR'S OBLIGATIONS

4.1 The Data Processor undertakes to only process Personal Data to the extent necessary to fulfil its obligations under the Assignment, and only in accordance with documented instructions communicated from time to time provided by the Data Controller. The Data Processor may never process any Personal Data for any other purpose than those instructed by the Data Controller.

4.2 The Data Processor is entitled to refuse further processing of Personal Data on behalf of the Data Controller if the Data Processor regards that such continued data processing would be in violation of Data Privacy Laws. The change in the Data Processor's performance of its obligations under the Agreement as such refusal would mean, shall not give the Data Controller the right to claim deficiency in the Data Processor's performance under the Agreement.

4.3   The Data Processor undertakes to take all actions and to assist the Data Controller in ensuring that the obligations under Articles 32-36 of the General Data Protection Regulation are complied with.

4.4   The Data Processor undertakes to comply with the Data Privacy Laws. The Data Processor also undertakes to cooperate with the Supervisory Authority when it exercises supervision regarding the processing of Personal Data.

4.5   The Data Processor shall notify the Data Controller without undue delay after becoming aware of a personal data breach. The Data Processor shall assist the Data Controller in ensuring compliance with the controller's obligations in relation to data breaches.

5   TECHNICAL AND ORGANIZATIONAL MEASURES

5.1   The Data Processor undertakes to take appropriate technical and organizational measures to ensure that the Data Processor can live up to its obligations under this Data Processing Agreement.

5.2   The Data Processor shall take appropriate technical and organizational measures to protect the Personal Data. For example, the Data Processor shall limit access to Personal Data to only personnel that directly require access to Personal Data in order to fulfil their duties in accordance with this Data Processing Agreement.

5.3   At the expense of the Data Controller, the Data Processor shall assist the Data Controller through appropriate technical and organizational measures, to the extent that this is possible in order for the Data Controller to fulfill its obligations to respond to the request for the exercise of the Data Subject's rights under Chapter III of the General Data Protection Regulation.

6   SUPERVISION

6.1   The Data Controller itself or any third parties designated by the Data Controller are entitled to verify that the Data Processor complies with the terms of this Data Processing Agreement, including the instructions issued by the Data Controller for the Data Processor's processing of Personal Data. The Data Processor shall

a) provide the Data Controller or any third party designated by the Data Controller access to the Data Processor's premises where Personal Data is processed, and

b) provide the assistance required for the performance of such audit and inspection and,

c) provide such documentation and other information that the Data Controller needs in order to determine if the Data Processor follows this Data Processing Agreement, the instructions issued by The Data Controller and applicable Data Privacy Laws.

6.2   The Data Processor is entitled to reasonable compensation for the assistance required under paragraph 6.1 unless the Data Controller's inspection shows that the Data Processor has violated this Data Processing Agreement in any substantial respect.

7   LIABILITY FOR DAMAGES RELATING TO CLAIMS FROM A DATA SUBJECT

Party undertakes to be responsible for damages in accordance with Article 82 of the General Data Protection Regulation.

8   SUB-PROCESSORS

8.1   The Data Processor may engage sub-processors in its processing of Personal Data. It is the responsibility of the Data Processor to inform the Data Controller of the sub-processors used by the Data Processor. All sub-processors shall be bound by written agreements in which the sub-processor is imposed to the same obligations as the Data Processor is imposed to by the Data Controller under this Data Processing Agreement and guarantees to take appropriate technical and organizational measures in such a way that processing of Personal Data is in accordance with applicable Data Privacy Laws.

8.2   The Data Processor undertakes to inform the Data Controller in the event that the Data Processor intends to replace a sub-processor or enter into a new sub-processor agreement.

8.3   In case a sub-processor fails to perform its undertakings, the Data Processor is fully responsible towards the Data Controller for the due performance of the sub-processor's undertakings.

9   CONFIDENTIALITY

9.1.1   The Data Processor shall ensure that the Data Processor's employees and other personnel who are granted access to the Personal Data at the Data Processor's premises are committed to complying with confidentiality or subject to appropriate statutory confidentiality.

9.1.2   The obligations set out in this paragraph 9 does not include information disclosed in accordance with the instructions of the Data Controller or that the Data Processor is required to disclose pursuant to law, enactment, court's or other governmental authority's decision or stock exchange regulation.

9.2   The confidentiality obligation in this paragraph 9 also applies after the expiration of this Data Processing Agreement.

10   TERM AND TERMINATION

This Data Processing Agreement shall take effect as and remain effective as long as the Agreement between the parties is in force. At the time of termination of the Agreement, for whatever reason, this Data Processing Agreement between the Parties is terminated without prior notice.

11   EFFECTS OF TERMINATION OF THE DATA PROCESSING AGREEMENT

Upon termination of the Agreement, for whatever reason, the Data Processor shall, in accordance with the Data Controller's instructions and at the expense of the Data Controller,

delete all Personal Data to the Data Controller or the person responsible for Personal Data and then delete existing copies, unless Personal Data storage is required under Union or Member State law. However, the above requirements for deletion do not apply to deletion of backups, which occurs in accordance with the current backup routine, and that is thus not something that the Data Processor can affect manually.

12   INSTRUCTION TO THE DATA PROCESSING AGREEMENT

12.1   Purpose

This part specifies the processing of Personal Data carried out by the Data Processor on behalf of the Data Controller under the Agreement.

The purpose is to clarify which processing and which Personal Data are covered by the Service Agreement and to comply with the General Data Protection Regulation's requirements in accordance with, for example, Article 28.3 of the General Data Protection Regulation.

12.2   Categories of Personal data

The Personal Data processed includes the following categories of Personal Data:

a)   *Name*
b)   *Contact information, such as email address and phone number*
c)   *Personal identity number*
d)   *Delivery address*
e)   *Invoice address*
f)   *Order information*
g)   *Payment data*

12.3   Sensitive Personal Data (if appropriate)

No sensitive Personal Data are included in the processing.

12.4   Categories of Data Subjects

The processed Personal Data refers to the following categories of Data Subjects:

a)   *Contact persons for the Data Controller regarding the Agreement*
b)   *The Data Controller's employees using the service*
c)   *The Data Controller's customers*

12.5   Nature and purpose of processing under the Agreement

The processing of Personal Data is carried out for the performance of the Service pursuant to the Agreement.

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12.6   **Duration of the processing of Personal Data**

Personal data shall be processed for the duration of one month unless the Data Controller provides other instruction.

12.7   **Processing**

The Personal Data will be subject to the following processing:

a)   *Storage of Personal Data from the Data Controller*
b)   *Deletion in accordance with the Data Controller's instructions*

12.8   **Sub-processors**

12.9   The Data Processor engages the following sub-processors for the processing under the Agreement:

a)   Microsoft

12.10   **Geographical location of the processing**

The Data Processor process the Personal Data in two different regions, namely EU and U.S.A. The Personal Data is by default processed in the datacenter that is geographically closest to the Data Controller's registered office or main establishment.

For example, if the Data Controller has its registered office or main establishment in a country within the EEA, the Personal Data will automatically be processed in a datacenter in EEA.

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