



# nShift DeliveryHub

Terms of Use

August 2021 - Version 1.0

## INTRODUCTION

These terms of use together with a signed offer constitute the agreement ("**Subscription Agreement**") between the customer's legal entity ("**Customer**") and nShift's legal entity ("**Supplier**"). The Subscription Agreement governs the Customer's access to and use of the nShift DeliveryHub, and the Supplier's delivery of ancillary goods or services, as further described below.

**This document also governs the processing of personal data carried out by the Supplier and its subsidiaries 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 NSHIFT DELIVERYHUB

The nShift DeliveryHub

### 1.1 nShift DeliveryHub

The nShift DeliveryHub is developed and managed by nShift Group AS ("**Supplier**") and enables the Customer's employees ("**Users**") to build shipments in one system, with access to one of the world's largest carrier libraries.

The nShift DeliveryHub contains functionality to produce and dispatch shipments, including production of relevant documents, and for electronic booking of carriers. The nShift DeliveryHub also offers a range of additional services and functionality that Customers can select from.

### 1.2 New versions of nShift DeliveryHub

The Supplier intends to implement future updates to the functionality of the nShift DeliveryHub; however, the Supplier shall be under no specific obligation to do so. The Customer's right to use an updated version of the nShift DeliveryHub will be included in the Subscription Fee

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 nShift DeliveryHub.

### 1.3 Access to nShift DeliveryHub

The nShift DeliveryHub is offered to the Customer as a Software as a Service by the Supplier, ("**Subscription**"). The Subscription grants the Customer the right to access and use the nShift DeliveryHub, on the terms set out below. To the extent this is set out in the Subscription Agreement, the Subscription also includes software installed on premises at the Customer's location(s).

The Subscription is offered to the Customer in various plans, each containing different configurations of services, functionality, and infrastructure ("**Subscription Plan**"). In addition, the Customer may extend a given Subscription Plan with additional functionality made available as add-ons to the Subscription Plan ("**Add-on**").

### 1.4 Ancillary deliveries

To the extent this is set out in the Subscription Agreement, the delivery also comprises hardware (e.g., label printers), consumables (e.g., labels) and/or other software for use in connection with the nShift DeliveryHub. Unless otherwise stated in the order confirmation, such hardware, software and consumables shall be considered as delivered when they have been physically delivered to the customer's address.

Other than the deliverables set out in the Subscription Agreement, the Customer is responsible for procuring all necessary hardware, software, infrastructure, and consumables needed to access and use the nShift DeliveryHub.



## **1.5 Integration with the Customer's back-end system**

The nShift DeliveryHub 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 nShift DeliveryHub, thereby enabling the Customer to access the services offered through the nShift DeliveryHub within the Customer's own system.

The Supplier may provide assistance to the Customer in the implementation 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 NSHIFT DELIVERYHUB**

### **2.1 Use of the nShift DeliveryHub**

Unless otherwise approved by the Supplier in writing, the Customer may use the nShift DeliveryHub for the Customer's own business purposes only and may not transfer the use of the nShift DeliveryHub to any third party. The Customer shall always ensure that the Customer's use of the nShift DeliveryHub 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 nShift DeliveryHub will generate transaction data about shipments produced by the Customer ("**Shipment Data**"). The Shipment Data will be stored within the nShift DeliveryHub, and the Customer may access the stored Shipment Data e.g., in connection with customer enquiries, search, tracking, reporting and statistical purposes.

The nShift DeliveryHub 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 Subscription Agreement is terminated (ref. Section 10.2). The Supplier will not delete any Shipment Data beyond what is set out in Section 10.2.

The Subscription Fee covers storage of Shipment Data in the nShift DeliveryHub, from the current calendar and 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 nShift DeliveryHub**

If the Subscription Fees or other fees due under the Subscription Agreement have not been paid on the due date, the Supplier may suspend the Customer's access to the nShift DeliveryHub completely or partly, until all outstanding amounts have been paid.

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

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

## 2.4 Suspension of old nShift DeliveryHub versions

The Supplier has the right to suspend older versions of the nShift DeliveryHub installed on-premise with the Customers own infrastructure environment. The nShift DeliveryHub is upgraded several times a year to support fixes, enhancements, and new features, which is made available to all customers. It is highly advised that Customers with an on-premises version of the nShift DeliveryHub, plan and execute each available upgrade to ensure there is no deterioration of service. Whilst it is reasonable to use versions of the nShift DeliveryHub older than 12 months, the Supplier commitment to service performance will no longer be applicable and the SLA agreement will be void.

Should there be critical issues that requires an upgrade to resolve, the Supplier may require the Customer to perform the upgrade within a reasonable timeframe. Failure to comply may result in the Supplier reducing or removing the service commitment within the SLA agreement.

## 3 SERVICE LEVELS

The Supplier offers predefined service levels to ensure alignment with the Customer on expected *availability* and *performance* of the software services hosted by the Supplier and Customer Service. These service levels ("**Service Level Agreement**" or "**SLA**") are configured into different service level plans to accommodate different customer needs ("**SLA Plan**"). The SLA Plan selected by the Customer is identified in the Subscription Agreement.

### 3.1 Definitions

Supplier classifies all enquiries from Customer-to-Customer Service according to the ITIL framework. The following classifications are used:

|                           |   |
|---------------------------|---|
| <b>Incident</b>           | An unplanned interruption to an IT service or reduction in the quality of an IT service.  |
| <b>Service Request</b>    | A request from a user for information, advice, a standard change or access to an IT service.                                    |
| <b>Request for Change</b> | The addition, modification, or removal of anything that could influence an IT service, and which involves a change to the code. |

Furthermore, the Supplier assigns a Priority to all Incidents reported by Customer. A Priority determines which process and escalation procedure shall be followed. The following Priority levels are used:

|                    |   |
|--------------------|---|
| <b>Priority 1:</b> | With no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations (e.g. label print, business critical API's, business critical web services, and business critical data exports). |
| <b>Priority 2:</b> | 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.  |
| <b>Priority 3:</b> | Where there is a moderate loss or degradation of services, but work can reasonably continue in an impaired manner.  |
| <b>Priority 4:</b> | Where there is a minor loss or degradation of services, but work can reasonably continue in an impaired manner.   |



### **3.2 Scope and Exclusions**

The SLA Plans do not cover third-party services, such as services provided by carriers integrated into the nShift DeliveryHub).

nShift On-Premise and nShift Drop Zone are installed on Customer's own infrastructure, and Supplier takes no responsibility for this infrastructure, e.g. in the event slow internet connections and Wi-Fi distribution increases process roundtrip.

The SLA Plans do not cover Requests for Change. Such requests are scoped and priced on a case-by-case basis unless otherwise agreed in the Subscription Agreement. Supplier reserves the right to decline a Request for Change.

### **3.3 Availability of the nShift Cloud Platform**

Availability of the nShift DeliveryHub shall as a minimum meet the guaranteed Server Uptime provided in Table 1 for the applicable SLA Plan.

The Supplier provides a catalogue of web services and APIs hosted by the Supplier. These web services serve as back-end components for nShift On-Premise installations, nShift web applications or the Customer's native business applications.

### **3.4 API Call limits**

To maintain a high level of availability and provide superior quality of service, the Supplier limits the API call usage per endpoint. A certain number of requests are allowed per minute depending on the subscription plan. If the Customer exceeds the daily limit or otherwise abuses the service, the API may stop working temporarily. If the Customer continues to exceed this limit, the Customer's access to the nShift API may be blocked. If there is a need for volume increases, The Customer can buy higher limits or upgrade their plan. See Table 1 for limits per plan.

### **3.5 Maintenance**

All maintenance of the nShift DeliveryHub is attempted to be completed without any disturbances or downtime to the affected services. Planned maintenance that requires downtime is communicated to the Customer a minimum of 14 days prior to the maintenance.

The Supplier has the right to perform emergency maintenance to ensure general availability and adequate security levels of the nShift DeliveryHub within a shorter notification period.

### **3.6 Load testing**

Load and performance testing in the Supplier's production environment done by the Customer is prohibited. Exceptions might be granted after special agreements with the Supplier in advance. Please apply for approval in good time before the test(s) will take place, and a minimum of 10 days. Not notifying the Supplier of such tests, might result in the temporary disabling of the Customer's account.

### **3.7 Product End-of-Life Policy**

Products reach the end of their product life cycle for a number of reasons. These reasons include market demands, technology innovation and development driving changes, or the products simply mature over time and are replaced



by new technology, whereas the functionality will stay like-for-like. While this is an established part of the overall product life cycle, the Supplier recognizes that end-of-life milestones often prompts Customers to review the way in which such milestones impact the nShift products in their implementation. nShift End of Life Policy applies to hardware, software, and services, including subscriptions, and offers that combine any of the foregoing.

External notification will appear in the Help Center on the Suppliers webpage. Please visit this site regularly, or subscribe to it, as it contains useful information regarding nShift end-of-life program. Sign up to the Suppliers newsletter service to receive notifications.

### **3.8 Access and availability of Customer Service**

The Supplier offers two Customer Service channels:

Help Center:

Our Help Center is an online knowledge base with answers to some of the most frequent Service Requests and Incidents reported by customers. Help Center is available 24/7/365.

Access to and the use of Help Center are included in the Subscription Fee.

Help Desk:

Help Desk is manned by experienced technical consultants and is the Customer's initial point of contact for technical assistance, unless otherwise stated in the Subscription Agreement. Help Desk assists Customers with troubleshooting and resolution of Incidents, fulfils Service Requests, and receives Requests for Change. Access to and the use of Help Desk are governed by the Customer's SLA Plan.

Incidents, which are found to be caused by an error in Supplier's code or infrastructure, will not be charged to the Customer.

Help Desk is available to the Customer during the business hours and via the channels listed in Table 1 for the applicable SLA Plan. Enquiries may be submitted by email or from within Help Center at any time but will only be processed within the operating hours provided in Table 1.

Help Desk is operated according to official local bank holiday calendars, unless otherwise communicated on the Supplier's local website.

Customer Service is provided from the Supplier's premises via telephone, email or web-based remote access. Remote access will not be used without prior approval from the Customer.

Customer Service Contact Details:

<https://nshift.zendesk.com>

### **3.9 Performance Metrics and Targets**

Availability and performance metrics are established for:

- nShift DeliveryHub
- Customer Service

Table 1 below specifies SLA metrics and guarantees/targets for each metric within the various SLA Plans.

The following acronyms are used:

- BH = Business Hours
- EBH = Extended Business Hours
- CH = Calendar Hours
- BD = Business Days

**Table 1:**

| nShift DeliveryHub              |  |          |          |             |                |
|---------------------------------|--|----------|----------|-------------|----------------|
| Metric                          |  | SLA Go   | SLA Plus | SLA Premium | SLA Enterprise |
| Guaranteed Server Uptime        |  | 99.0%    | 99.0%    | 99.9%       | 99.9%          |
| Guaranteed Server Response Time | Business Critical Single* Transactions       | 2,000 ms | 2,000 ms | 1,000 ms    | 1,000 ms       |
| Target Server Response Time     | ShipAdvisor (GetShipAdvise)**                | 2,000 ms | 2,000 ms | 2,000 ms    | 2,000 ms       |
| API Call Limit                  | Maximum requests per minute, per endpoint*** | 30       | 200      | 400         | 700            |

| Customer Service               |  |                               |                               |                               |                               |
|--------------------------------|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Metric                         |  | SLA Go                        | SLA Plus                      | SLA Premium                   | SLA Enterprise                |
| Served By                      | Within Business Days/Hours                                 | Help Desk                     | Help Desk                     | Help Desk                     | Enterprise Desk               |
|                                | Within Business Days/Extended Hours                        |                               |                               | Emergency Response Center**** | Emergency Response Center**** |
|                                | Outside Business Days/Extended Hours (incl. Bank Holidays) |                               |                               |                               | Emergency Response Center**** |
| Accessible To                  | Within Business Days/Hours                                 | Any user employed by Customer |                               |                               |                               |
|                                | Within Business Days/Extended Hours                        |                               |                               | Authorized users              | Authorized users              |
|                                | Outside Business Days/Extended Hours (incl. Bank Holidays) |                               |                               |                               | Authorized users              |
| Language                       | Within Business Days/Hours                                 | Local*****                    | Local*****                    | Local*****                    | Local*****                    |
|                                | Within Business Days/Extended Hours                        |                               |                               | English                       | English                       |
|                                | Outside Business Days/Extended Hours (incl. Bank Holidays) |                               |                               |                               | English                       |
| Availability                   | Days   | Local Business Days           | Local Business Days           | Local Business Days           | 365 days/year                 |
|                                | Operating Hours  | Local BH (08:00 – 16:00)***** | Local BH (08:00 – 16:00)***** | Local EBH (06:00-22:00)       | 24 hours                      |
|                                | Channels available within BH/EBH                           | Phone, Email, Help Center     | Phone, Email, Help Center     | Phone, Email, Help Center     | Phone, Email, Help Center     |
|                                | Channels available outside BH/EBH                          |                               |                               |                               | Phone, Email, Help Center     |
| Guaranteed First Response Time | Enquiries submitted via phone                              | 10 Minutes                    | 10 Minutes                    | 5 Minutes                     | 5 Minutes                     |
|                                | Enquiries submitted via email/Help Center                  | 12 BH                         | 12 BH                         | 8 EBH                         | 4 CH                          |
| Target Resolution Time         | Incident Priority 1  | 2 BH                          | 2 BH                          | 2 EBH                         | 2 CH                          |
|                                | Incident Priority 2  | 4 BH                          | 4 BH                          | 4 EBH                         | 4 CH                          |
|                                | Incident Priority 3  | 5 BD                          | 5 BD                          | 3 BD                          | 3 BD                          |
|                                | Incident Priority 4  | 30 BD                         | 30 BD                         | 15 BD                         | 15 BD                         |
| Target Update Frequency        | Incident Priority 1  | Every 2 BH                    | Every 2 BH                    | Every 2 EBH                   | Every 1 CH                    |
|                                | Incident Priority 2  | Every 4 BH                    | Every 4 BH                    | Every 4 EBH                   | Every 4 CH                    |
|                                | Incident Priority 3  | Every 5 BD                    | Every 5 BD                    | Every 3 BD                    | Every 3 BD                    |
|                                | Incident Priority 4  | Every 15 BD                   | Every 15 BD                   | Every 15 BD                   | Every 15 BD                   |

|                           |  |                   |               |                |                |
|---------------------------|--|-------------------|---------------|----------------|----------------|
| SLA Measurement Period    |  | Calendar Year     | Calendar Year | Calendar Month | Calendar Month |
| SLA Performance Report    |  |                   |               |                | Available      |
| <b>SLA Fee</b>            |  |                   |               |                |                |
| Price                     |  | Time and Material | Fixed         | Fixed          | As agreed      |
| Monthly time cap included |  |                   | 1 hour        | 3 hours        | As agreed      |

\* A single transaction refers to an agreed unit of measure; parcel, shipment, label, API call etc. When measuring response time for multi-transactions or batches, the total response time is calculated by multiplying with number of transactions.

\*\* GetShipAdvise is a multi-transaction request type used by ShipAdvisor to retrieve shipping options. Response time will depend on customer specific configuration, including numbers of carriers and delivery services used.

\*\*\* Does not apply to shipment creation (Shipment Server API)

\*\*\*\*Emergency response center only covers Priority 1 and 2 incidents

\*\*\*\*\* If the Customer is located in a country where the Supplier does not operate a local language Help Desk, the language will be English.

\*\*\*\*\* 08.00-17.00 in Sweden

### 3.10 SLA Measurement

Measurement of availability and performance is subject to the following specifications:

#### nShift DeliveryHub<sup>1</sup>

|                                  |   |
|----------------------------------|---|
| Guaranteed Server Uptime:        | The Supplier monitors Server Uptime by submitting regular requests on the nShift DeliveryHub to check whether the service is live. The Uptime is calculated as the percent of successful requests from the total number of requests made. Planned maintenance is excluded in calculating Server Uptime. |
| Guaranteed Server Response Time: | Measured as processing time from start to end at the Supplier's servers, excluding any third-party services.  |
| Target Server Response Time:     | Measured as processing time from start to end at the Supplier's servers, excluding any third-party services.  |

Successfully meeting these metrics is contingent on full compliance by the Customer with the Supplier's system requirements, which are available to view in the [nShift DeliveryHub Help Center](#).

<sup>1</sup> Does not apply to on-premise solutions.



## Help Desk

|                                 |  |
|---------------------------------|--|
| Guaranteed First Response Time: | The time elapsed from a Customer enquiry is registered from when it's received in the Supplier's customer service system until the Customer receives a first reply from a Supplier representative by phone or email.   |
| Target Resolution Time:         | The time elapsed from an Incident is registered from when it's received in Supplier's customer service system until the Customer is notified that the Incident is solved.  |
| Customer Update Frequency:      | The time elapsed between each time the Customer is notified by a Supplier representative of the status of a reported Incident until the Incident is solved. Measurement starts from when the Incident is first registered in the Supplier's customer service system. |

For all Customer Service metrics, the measurement is calculated as a percentage of enquiries from the Customer that meet the performance target, divided by all enquiries from the Customer over a given period.

The SLA measurement period is provided in Table 1.

## 4 PRICE AND PAYMENT

### 4.1 Subscription Fees

The fee for accessing the nShift DeliveryHub is comprised by an initial Subscription Platform Fee and a recurring Subscription Usage Fee (collectively referred to as "**The Subscription Fees**").

The recurring Subscription Fee will depend on (i) the Subscription Plan the Customer is subscribing to, and (ii) the number of transactions generated by the Customer per year ("**Subscription Level**"). The Customer's Subscription Level for the initial Subscription period is indicated in the Order Confirmation. For future Subscription Periods, the Customer may request a different Subscription Level.

If the actual number of transactions generated by the Customer during the Subscription Period is higher than the number allowed by the agreed Subscription Level, the Customer will automatically be moved to the next Subscription Level. The Customer will be charged in accordance with the Supplier's general price list for the higher Subscription Level. The Supplier will adjust the subscription level for the current Subscription Period by issuing an additional invoice at the time of the breach.

The Supplier may increase the Subscription Fee for future Subscription Periods.

### 4.2 SLA Plans and Professional Services

The price of the SLA Plan that the Customer will be subscribing to is specified in the Subscription Agreement ("**SLA Fee**"). The SLA Plan will follow the Subscription Period unless otherwise stated in the Subscription Agreement.

Professional Services that are not included in the SLA Plan that the Customer is subscribing to, will be invoiced on a time and material basis according to the price list.



### **4.3 Invoicing and Payment**

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

Upon receipt of an Order Confirmation, the Supplier will invoice Subscription Fees, and if applicable the SLA Fee, for the initial Subscription Period. Upon each subsequent renewal, the Supplier will invoice Subscription Fee and, if applicable the SLA Fee, for the next period.

Hardware, consumables and implementation services will be invoiced once delivered.

All prices are quoted exclusive of value added tax and other direct taxes that may apply for the deliveries under the Subscription 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 SUBSCRIPTION AGREEMENT**

The Supplier may transfer the Subscription Agreement to any companies within the nShift group of companies. The Customer may only transfer the Subscription 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 nShift DeliveryHub**

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 nShift software, platform and all individual components used in the construction and operation of the nShift DeliveryHub.

The Customer shall only acquire the limited right to use the nShift DeliveryHub as described in the Subscription Agreement and shall acquire no other rights in the nShift DeliveryHub in its present form or in any future versions of the nShift DeliveryHub. Unless otherwise agreed in writing on a case-by-case basis, this also applies for new functionality developed by the Supplier in the nShift DeliveryHub 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 nShift DeliveryHub. The Supplier may only use such Shipment Data to the extent this is necessary to deliver the services described in the Subscription Agreement. By using the nShift DeliveryHub, information connected with a shipment will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender, or receiver) and other parties as necessary to carry out the service (for example, customs, authorities, or insurance companies).

All Shipment Data shall be kept confidential and be subject to appropriate technical and organizational measures as set out in Section 7.1 below.

The Supplier shall have the right to use anonymized Shipment Data for developing statistics relating to the services offered through the nShift DeliveryHub, for further development of the nShift DeliveryHub and for any other purpose. The data base rights in the Supplier's data bases containing anonymized data from the Customer together with anonymized data from other customers, shall remain with the Supplier. Shipment data will be anonymized during the process of including the data in a database. The Supplier shall ensure that any Shipment Data is anonymized in such a way that it is not possible to identify any individual persons, including information about the receiver and shipper.

## **7 PERSONAL DATA PROCESSING**

### **7.1 Processing of Shipment Data**

The Shipment Data which will be transferred to and processed by the nShift DeliveryHub contains personal data<sup>1</sup> 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 Subscription Agreement, as set out in Section 10.2. The processing of personal data on behalf of The Customer will cease at the time of deletion.

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 that is necessary for the delivery of services under the Subscription 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 authorized 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 Subscription Agreement. The Supplier undertakes to implement appropriate technical and organizational measures to ensure that Shipment Data is protected against accidental or unlawful destruction, loss, alteration, or unauthorized access by any third party.

In the unlikely event that any Shipment Data has 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-nShift-users of the Customer wants to be kept informed, please ask them to sign them up on the Data Security Information Letter: <https://www.nshift.com/data-security-newsletter/>

The Supplier undertakes to assist the Customer by providing appropriate technical and organizational 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 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 nShift DeliveryHub, the Supplier may charge an additional fee in accordance with its standard prices in force from time to time.

If the Supplier is of the opinion that an instruction by the Customer infringes the Personal Data Regulation, the Supplier shall immediately inform the Customer.

The Supplier is audited once a year by an independent third-party agency as a part of an ISO 27001 certificate and the audit report is available on request. In addition to this the Supplier offers the Customer the possibility of extended Audits, which are packaged and priced separately. The Supplier is open for audits and physical inspections as per ordered auditing package – please contact your nShift Contact person for more information.

The sub-suppliers of the Supplier are global cloud-based companies which in nature cannot be audited directly by the Customer but are audited by other representatives. To the extent the Processor use such sub-suppliers to fulfil the obligations under the Subscription Agreement, the Processor shall ensure that the sub-suppliers undertake responsibilities corresponding to the obligations set out in this Section 7.

The Supplier shall be entitled to employ sub-suppliers, such as IaaS (Infrastructure as a Service) suppliers or other third-party technical suppliers, in connection with the operation of the nShift DeliveryHub, 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.

In the event that the Supplier needs to add or change a sub-supplier for the benefit of carrying out the services of the nShift DeliveryHub, 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 <https://www.nshift.com/data-security/>. The Customer holds the right in writing 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 receiving of the 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 Subscription 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 nShift 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 Subscription Agreement. The processing of the personal data is also necessary for the Supplier's and/or nShift's general business operations and business development.

The Supplier will store the personal data for the period of the Subscription Agreement and any subsequent agreement(s) with the Customer. The Supplier 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 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 will process such data in its CRM, CS, LM and ERP systems. The Supplier 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 nShift and shall have the right to request that the data is rectified or deleted under the further conditions set out above.

### **7.3 Data Protection Officer**

The Supplier has appointed a data protection officer, who can be reached by e-mail: [DPO@nshift.com](mailto:DPO@nshift.com)

All information regarding data protection will be published online at: [www.nshift.com/data-security](http://www.nshift.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 Force majeure**

If an extraordinary situation should arise which makes it significantly more onerous to fulfil obligations under the Subscription Agreement, and which under law is regarded as force majeure, the other party must be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

### **9.2 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.

### **9.3 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.

### **9.4 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. The Supplier shall however be liable towards the Customer for damages caused by personal data processing only where the Supplier 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, 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 Subscription 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 Subscription Agreement for the 12 months preceding the month in which the breach forming the basis for the claim occurred.

Any accrued compensation in accordance with Section 9.4 will be deducted from any damages if the damage relates to the same incident.

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

- Additional charges from carrier/freight service suppliers against Customer because of errors in the nShift DeliveryHub. Errors meaning input data and configuration that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.
- The difference between the freight costs estimated by the nShift DeliveryHub and the actual freight costs charged by the freight service suppliers. Freight costs estimated by the nShift DeliveryHub are based on input data provided by the Customer that has been previously signed off by the customer or moved to production under the instructions from the Customer without testing.
- Any additional costs related to manual work required because of errors or unavailability of the nShift DeliveryHub. Errors meaning amendments to the Carrier Integration enforced by the Carrier, which was previously a signed off Carrier Integration, by the Customer and/or the Carrier.

### **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 Subscription Agreement may be terminated in writing by the suffering party. Termination of the Subscription Agreement shall take effect from the date of the termination notice and shall not affect any services already delivered under the Subscription Agreement.

Supplier may terminate the Subscription Agreement with immediate effect due to a 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 PERIOD AND TERMINATION**

### **10.1 Initial Agreement period and subsequent periods**

The Customer's right to use the nShift DeliveryHub starts on the date indicated in the Subscription Agreement and lasts until the end of the initial Period indicated in the Subscription Agreement ("**Subscription Period**"). The Subscription Agreement is extended for subsequent Subscription periods of 12 months, unless the Subscription Agreement is terminated by one of the parties at least 30 days prior to the start of a new Subscription Period.

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

### **10.2 Effects of termination**

Following termination of the Subscription 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 nShift DeliveryHub 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 Subscription Agreement, as amended by the parties from time to time.

### **10.4 Choice of law and venue**

The Subscription 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.

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