HARDWARE AS A SERVICE (SaaS)

These Hardware as a Service terms ("HaaS Terms") govern Customer's use of and access to the Services. Customer is deemed to have accepted these HaaS Terms, either by: (a) executing a Proposal or a Work Order that references these HaaS Terms; or, (b) Customer's use of or accessing any AMCS' Hardware and/or Services. Unless otherwise specifically agreed in writing signed by the Parties, the Agreement constitutes the entire agreement between Customer and AMCS with respect to the Services specified in the Proposal and/or Work Order.

AMCS shall supply and **Customer** shall purchase the Services specified by AMCS in a Proposal and/or a Work Order. AMCS and Customer may each be referred to as a "**Party**" and together as the "**Parties**" to these HaaS Terms.

1 Term. The Term of the Services and these HaaS Terms will take effect on the Effective Date and continue during the Initial Term. Except as otherwise varied in a Proposal, the Services and these HaaS Terms will automatically renew for successive Extended Term(s) unless either party gives written notice to the other party not later than ninety (90) days before the expiration of the Initial Term or the relevant Extended Term, to terminate the Services at the end of the Initial Term or relevant Extended Term, as the case may be, unless the Services are terminated earlier in accordance with these HaaS Terms.

2 Subscription

2.1 During the Term, and subject to these HaaS Terms, the: (a) Annual Subscription Fees will entitle Customer, solely for Customer's internal business operations, a non-exclusive, non-transferable right to use, and permit Authorized Users to use, the Services, any Deliverables and the Documentation on and subject to these HaaS Terms; (b) Professional Services Fees will entitle Customer to receive any Implementation Services and, to purchase additional Professional Services on the terms agreed by the Parties in the Proposal or a Work Order, as applicable subject to the Professional Services terms below.

2.2 If a Proposal or a Work Order expressly states, or if subsequently agreed in writing signed by the Parties, that an Affiliate is authorized to use the Services purchased under the Agreement then all references to Customer in clause 2.1 shall include Affiliate. The grant to Affiliates herein is contingent always upon Customer retaining sole responsibility for making all purchases, remitting all payments to AMCS and for ensuring that Customer and all Affiliates comply fully with the terms of the Agreement.

2.3 If Customer wishes to acquire any additional Services during the Term, such Services shall be specified in a Proposal issued by AMCS and signed by Customer and shall be subject to the terms of this Agreement. Where such Proposal is executed on a date other than an anniversary of the Effective Date, any applicable annual Fees shall be calculated and invoiced pro-rata from the date of the Proposal until the next anniversary of the Effective Date. In all subsequent years of the Term such additional annual Fees shall be payable in accordance with these HaaS Terms. This provision shall not apply to any Fees to be paid on a monthly or reimbursement basis.

2.4 AMCS will also, at no additional cost to Customer, provide the Support Services during the Hours of Coverage in accordance with AMCS' Support Services Policy in effect at the time that the Services is provided. AMCS may amend the Support Services Policy in its sole and absolute discretion from time to time.

2.5 AMCS shall provide Professional Services to Customer as may be agreed by the Parties from time to time and specified in a Proposal and/or a Work Order. All Professional Services shall be provided on the terms of this Agreement, which terms shall be varied only as stated in the applicable Proposal or a Work Order and only in relation to AMCS' provision of the Services specified therein. AMCS will use reasonable efforts to carry out the Professional Services as stated in a Proposal or Work Order, as applicable and, except as expressly stated in the Proposal or Work Order, Professional Services and the results thereof are provided on a time and materials basis and 'as is'.

3 Customer Obligations

3.1 Customer shall allow AMCS reasonable access to, and use of, Customer's general facilities and services within the Designated Premises to facilitate AMCS' performance of its obligations under this Agreement.

3.2 Customer shall ensure that AMCS is permitted the requisite access to Customer's Vehicle(s) as necessary to enable AMCS to perform the Support Services under this Agreement. AMCS shall not be liable for any failure to provide Support Services resulting from Customer's breach of such obligation.

3.3 Customer shall: (a) operate the Hardware in a proper, safe and prudent manner in accordance with the instructions and training provided by AMCS at the commencement of the Agreement and the Documentation; (b) ensure that the Hardware is operated with all due care and attention by properly skilled and trained personnel; (c) immediately notify AMCS, in writing, of any loss and/or damage to the Hardware and fully indemnify AMCS in respect of any such loss or damage to the Hardware; (d) keep the Hardware in Customer's possession and control at the Designated Premises and not hold itself out as owner of the Hardware or charge, sell, sub-let, lease or hire or otherwise dispose of, part with nor abandon the Hardware nor assign any of its rights or obligations hereunder nor allow the creation of any charge over the Hardware nor without the previous written consent of AMCS attach the Hardware to any land or premises so as to cause it to become a permanent or immovable fixture on such land or premises; (e) ensure that at all times the Hardware is clearly and indelibly marked as being the property of AMCS; (f) permit AMCS to inspect the Hardware and carry out modifications at all reasonable times, or at any time in the event of an emergency; and, (g) at the expense of AMCS, take all such steps as AMCS may reasonably require to assist AMCS in maintaining the validity and enforceability of AMCS' Intellectual Property.

3.4 Customer shall not: (a) make any modifications to the Hardware or its packaging; (b) alter, remove or tamper with any Trade Marks, numbers, or other means of identification used on or in relation to the Hardware, use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of AMCS therein; (c) use in relation to the Hardware any trade marks other than the Trade Marks without first obtaining the prior written consent of AMCS, nor use any trade marks or trade names so resembling any Trade Mark or any trade names of AMCS likely to cause confusion or deception; and, (d) Customer shall have no rights in respect of any Trade Marks or any trade names used by AMCS in relation to the Hardware or any goodwill associated therewith, and Customer hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect of any Trade Marks or any trade names and that all such rights and goodwill are, and shall remain, fully vested in AMCS.

3.5 Customer shall promptly and fully notify AMCS of any actual, threatened or suspected breach of any AMCS' Intellectual Property upon coming to Customer's notice, and Customer shall at the request and expense of AMCS do all such things as may be reasonably required to assist AMCS in taking or resisting any proceedings in relation to any such infringement or claim.

4 Responsibilities of AMCS

4.1 Support Services will be provided by AMCS in accordance with the Support Services Policy during the Hours of Coverage.

4.2 Where Customer requests additional services, which are outside the scope of the Support Services (which would be Professional Services), AMCS may provide such requested Professional Services at AMCS' Professional Services rates and on the terms of this Agreement and the Professional Services terms in Schedule 3.

4.3 AMCS's personnel shall: (a) Comply with all reasonable requests and instructions of Customer's employees (a reasonable request or instruction is one that does not breach any applicable health and safety laws nor the terms of this Agreement); and, (b) Comply with Customer's access, health, safety and security procedures provided to AMCS in writing whilst at Customer's Site.

4.4 At the expiration of the Term, AMCS shall remove all AMCS Hardware supplied under this Agreement from Customer's Site and/or Vehicles, unless otherwise agreed in writing with Customer. AMCS will liaise with Customer to schedule such removal. In the event that AMCS is not permitted to retrieve the Hardware and/or is not permitted access to Customer's Site and/or Vehicles, AMCS reserve the right to charge Customer for the Hardware.

5 Title and Risk

5.1 Customer acknowledges, understands and agrees that this is not a purchase agreement. CUSTOMER WILL NOT ACQUIRE ANY TITLE TO ANY HARDWARE UNDER THIS AGREEMENT. Title to and ownership of all Hardware is and, at all times, shall remain with AMCS. For the avoidance of any doubt, no title shall pass to Customer by virtue of this Agreement, nor under any other document, agreement or lease, and Customer has not acquired, and never shall acquire, any right or equity in or to the Hardware, except as expressly set out in this Agreement. Save as expressly provided under this Agreement AMCS shall bear the exclusive burden and cost of any reasonable wear and tear to the Hardware during the Term of this Agreement.

5.2 Customer shall not sell or offer for sale, nor purport to sell, assign, mortgage, pledge, underlet or lend, the Hardware nor any interest therein but shall, at all times during the Term, keep the Hardware in Customer's possession and shall prevent the creation of any charge thereon. Further Customer shall not attach any of the Hardware to any land or premises so as to cause it to become part thereof.

5.3 Customer shall ensure that the Hardware is not seized nor taken out of Customer's possession or control but, if any Hardware is so seized or taken, Customer shall give immediate notify AMCS in writing and shall fully indemnify AMCS against any and all losses, costs, charges, damages and expenses incurred by reason, or in respect, thereof.

5.4 AMCS may cause to be affixed to the Hardware or any part or parts thereof such plates or other marks indicating that such Hardware is the property of AMCS, as AMCS may think fit, and Customer shall allow such plates or marks to remain so affixed and shall not obliterate, deface or in any way obfuscate the same or suffer any other person to do so.

5.5 Customer shall not make any alterations, additions or improvements to the Hardware unless with the prior written consent of AMCS. If AMCS permit Customer to make any alterations, additions and improvements (including any repairs and/or renewals carried out by Customer pursuant to its obligations under this Agreement or otherwise) to the Hardware the same shall be and remain the property of AMCS.

5.6 Customer shall permit AMCS at all reasonable times, upon seven (7) days prior written notice, to access the Hardware at the Site and/or Designated Premises for the purpose of inspecting the Hardware, performing the Support Services, affixing the aforementioned plates or marks and keeping the Hardware repaired in accordance with this Agreement and Customer shall make reasonable facilities available to AMCS to facilitate the same.

5.7 Customer shall be responsible for all risk of loss of, or damage to, the Hardware from the Delivery Date. Customer shall ensure that all Hardware is properly and fully insured to its full replacement value against all risks and shall, on request by AMCS, provide a copy of such insurance policy and evidence that the premium has been paid in full when due.

5.8 Customer undertakes to keep the Hardware separate from Customer's other equipment or other hardware save in so far as same has been installed on a Vehicle. Customer shall, at all times, ensure that the Hardware is clearly marked and identified as the property of AMCS.

5.9 Customer undertakes to keep and operate the Hardware in accordance with appropriate and proper operational and environmental conditions.

6 Charges and Payment

6.1 AMCS will invoice and Customer will pay the Fees as stated in the Proposal.

6.2 Where AMCS perform Professional Services, Professional Services Fees shall be invoiced by AMCS on a so-called time and material basis at the rates set out the Proposal unless such rates are expressly varied in a subsequent Proposal or addenda thereto.

6.3 All Fees under this Agreement: (a) will be payable in the Currency; (b) are non-cancellable and non-refundable; (c) relate to quantities purchased and cannot be decreased during the relevant Term; (c) are exclusive of value added or other sales taxes, which will be added to AMCS' invoices at the appropriate rate required by law; and, (d) shall be paid within thirty (30) days from date of invoice (the "**due date**").

6.4 AMCS shall be entitled to make an annual adjustment to the Fees. The Fees shall be reviewed prior to each anniversary of the Effective Date during the Term. The adjustment, following such review, shall be the greater of (a) three percent (3%); or, (b) the applicable consumer price index. Such percentage increase shall be applied to the Fees with effect from the next anniversary of the Effective Date. The then Fees in any year shall be the basis of assessing the adjustment for the subsequent year.

6.5 Should Customer have a bona fide dispute in respect of all or any part of any invoice(s) Customer will notify AMCS, in writing and with sufficient details to allow AMCS to investigate, the nature of the dispute within ten (10) Business Days of its receipt of the invoice. Following any such notice, Customer will be entitled to withhold payment of the amount in dispute without interest but will promptly pay all undisputed amount(s) in accordance with these HaaS Terms. The Parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible and on settlement of the dispute Customer will make the appropriate payment in accordance with these HaaS Terms.

6.6 If AMCS has not received payment within fifteen (15) days after the due date, and without prejudice to any other rights and remedies of AMCS, it will be entitled to: (a) disable Customer's passwords and access to all or part of the Services and AMCS will be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and/or, (b) charge interest on a daily basis on such due amounts at the rate of one point five percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due and continuing until fully paid, whether before or after judgment.

7 Intellectual Property Rights

7.1 AMCS and/or its licensors own all Intellectual Property Rights in and to the Hardware and Documentation. AMCS reserves all rights to or in, any Intellectual Property Rights, and to any other rights or licenses not expressly granted herein.

7.2 To the extent that any modifications or improvements to the Hardware or Documentation are carried out under or in connection with these HaaS Terms and/or the Agreement, whether by AMCS alone or jointly with Customer, all Intellectual Property Rights in and to the underlying ideas and in any resulting improvement or modifications, will be assigned to, will vest with and will be solely owned by AMCS.

8 DPL and Customer Data

8.1 Both parties will comply with all applicable requirements of the DPL. Customer will enter Personal Data (as defined by the DPL) onto the AMCS Platform™. To the extent that AMCS is a Processor of Personal Data (as defined by the DPL), it will process such Personal Data in accordance with the DPL and the DPA. For the purposes of the DPA and the Standard Contractual Clauses in Customer is the data exporter and Customer's acceptance of this Agreement shall be treated as Customer's signature on and acceptance of the DPA and Standard Contractual Clauses.

8.2 AMCS will follow its archiving procedures for Customer Data as set out in its Data Back-Up and Retention Policy as such document may be amended by AMCS in its sole discretion from time to time.

8.3 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Back-Up Policy.

8.4 AMCS will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by AMCS to perform services related to Customer Data maintenance and back-up).

9 Confidentiality

9.1 Each Party ("**Receiving Party**") acknowledges that in the course of performing the Services and/or its duties under the Agreement, it may obtain Confidential Information from the other Party ("**Disclosing Party**").

9.2 During the Term and thereafter, the Receiving Party will treat all Confidential Information as secret, confidential, and proprietary, and will not disclose or use the same without the prior written consent of the Disclosing Party, other than to

the Receiving Party's employees and contractors on a need to know basis for the purpose of performing its obligations hereunder, or as required by law. The Receiving Party will implement such procedures as it considers reasonably necessary to prevent the intentional or negligent disclosure to any third party of any Confidential Information. Notwithstanding the foregoing, nothing herein will prevent the disclosure by the Receiving Party or its employees of information that: (a) prior to its disclosure to the Receiving Party, was of general public knowledge; (b) becomes, subsequent to its disclosure to the Receiving Party, a matter of general public knowledge other than as a consequence of a breach by the Receiving Party of any obligation under these HaaS Terms; (c) is made public by the Disclosing Party; or, (d) is received in good faith from a third party having the right to disclose it, who, to the Receiving Party's knowledge, did not obtain such information from the Disclosing Party and who imposes no obligation of secrecy on the Receiving Party with respect to such information.

10 Indemnification

10.1 Customer shall be solely responsible, and shall indemnify AMCS, for all loss theft or destruction of or damage to the Hardware, or any part of the Hardware, howsoever caused or occurring at any time or times before physical possession thereof is re-taken by AMCS save only reasonable wear and tear.

10.2 If the Hardware or any part thereof is lost, stolen, destroyed or damaged due to any cause whatsoever Customer shall immediately notify AMCS. Customer shall not settle nor compromise any claim relating to damaged Hardware with any third party without the prior written consent of AMCS.

10.3 In respect of any monies received by Customer, whether under a policy of insurance or in respect of any claim or proceedings, Customer shall: (a) on behalf of AMCS expend the moneys received so far as may be necessary in fully repairing the relevant Hardware or replacing the same with similar Hardware to that lost, stolen, destroyed or damaged in which event such that the replacement Hardware shall be owned by AMCS and used by Customer subject to the terms of this Agreement; or, (b) with the prior consent of AMCS (not to be unreasonably withheld) pay to AMCS the monies received (together with any further monies which may be necessary from Customer's own resources) to the extent necessary to discharge any and all unpaid Fees accrued on the relevant Hardware up to the date of such payment and to compensate AMCS for the loss, theft, destruction of or damage to the Hardware the measure of such compensation to be the loss to AMCS during the Term of this Agreement but subject to AMCS's normal obligation to minimize loss whereupon this Agreement shall come to an end or (if the relevant Hardware is only part of those comprised in this Agreement) shall thereafter apply only to the balance of the Hardware comprised therein and the rent payable thereunder shall be reduced accordingly; and, (c) any balance of any moneys so received may be retained by Customer.

10.4 Save as provided in clause 10.3 the loss, theft or destruction of or damage to any Hardware shall not affect the continuation of this Agreement nor Customer's liability for the Annual Subscription Fees and for any Professional Services hereunder.

10.5 Customer shall be fully liable for any damage or failure of operation of the Hardware arising through misuse or negligence or through a breach by Customer of any of its responsibilities set out in clause 3 of this Agreement.

11 Limitation of Liability

11.1 Nothing contained in this clause 11 will limit: (a) either Party's liability for death or personal injury resulting from that Party's negligence; (b) either Party's liability for fraud or breach of clause 9; or, (c) Customer's liability for breach of Customer's payment obligations and clauses 3; 5 and 7.

11.2 Subject to clause 11.1, and except to the extent that any loss or damage to the Hardware is caused by the wrongful acts or omissions of AMCS: (a) AMCS shall not be liable to Customer for any loss, liability, claim or proceedings in respect of any injury or damage of whatever nature and howsoever caused arising out of or in connection with the Hardware or any part thereof and Customer shall indemnify AMCS against any claims made or proceedings brought against AMCS in respect of any injury or damage whatsoever arising out of or in connection with the Hardware or any part thereof; (b) AMCS shall not be liable to Customer for any loss or damage arising out of or in connection with this Agreement and Customer shall indemnify AMCS against any claims made or proceedings brought against AMCS in respect of any such loss or damage; and, (c) In no event will AMCS be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages even if AMCS has been advised of the possibility of such damages. AMCS will not be liable for any damages caused by delay in delivery or furnishing the Hardware or the Support Services.

11.3 Subject to clause 11.1, AMCS' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited in any twelve (12) month period (the first of which will commence on the Effective Date and subsequently on each anniversary thereof) to the Subscription Fees paid to AMCS in respect of the twelve (12) month period in which the claim arose.

12 Termination

12.1 Either Party may immediately terminate this Agreement, and Customer's access to the Services, at any time in the event that the other Party: (a) commits a material breach of this Agreement which is not capable of remedy; (b) commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, save that the period shall be ten (10) days where Customer is in breach of its payment obligations hereunder; (c) makes any assignment of assets or business for the benefit of creditors, or if a trustee

or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy.

12.2 Termination of this Agreement will not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

12.3 The following clauses will survive any termination of this Agreement: 3, 5, 6, 7, 8, 9, 12.2, 14, 15, 17 and 20.

13 Force Majeure

13.1 Neither Party will have any liability to the other Party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving its own workforce), act of God, war, riot, terrorism civil commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that: (a) a Party affected by the Force Majeure Event ("**Affected Party**") is notified by the Party experiencing the Force Majeure Event ("**Delayed Party**"), including its expected duration; and, (b) the Delayed Party uses all reasonable endeavors to mitigate, overcome or minimize the effects of the Force Majeure Event; and that if the period of delay or non-performance continues for thirty (30) days or more, the Affected Party may terminate this Agreement by giving ten (10) Business Days' written notice to the Delayed Party.

14 Notices

14.1 Normal communications between the Parties in respect of commercial matters will be conducted by email.

14.2 Any notice or other communication required to be given to a Party under or in connection with this Agreement (such as a termination notice or the like) will be in writing and will be delivered by hand or sent by pre-paid registered post or other next working day delivery service providing proof of delivery, at its principal place of business as set out above.

14.3 Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, 'writing' will not include e-mail.

15 Review of Usage

15.1 Customer shall monitor its own usage of the Services and if at any time the Services then in use by Customer exceeds that which Customer has then purchased Customer will promptly contact AMCS to seek a quotation for, and will purchase, the additional Services required, each such purchase shall be for the remainder of the Initial Term or the then applicable Extended Term but shall be subject always to a minimum purchase period of twelve (12) months.

15.2 With prior written notice (which notice may include email communication) AMCS shall have the right to remotely review Customer's use of the Services and compliance with the terms of this Agreement. AMCS shall bear the expense of any such review. AMCS shall treat as confidential information all information gained as a result of any such review and shall only use or disclose such information as required by law or to enforce its rights under this Agreement.

15.3 If AMCS discovers that Customer's use of the Services exceeds the level then purchased AMCS shall invoice, and Customer will remit to AMCS, the underpaid Fees due to AMCS for such use subject to a minimum purchase period of twelve (12) months. Where used in this provision, "**the underpaid Fees**" means the Fees stated for a Service or product in the Proposal together with any Fee increases applicable under clause 6.4.

15.4 The Services utilize automated systems that continually monitor its availability and usage. The provisions of this clause 15 shall survive the termination of this Agreement.

16 Dispute resolution

16.1 Any dispute or claim arising out of or in connection with this Agreement (unless otherwise set forth herein) shall in the first instance be resolved as follows: (a) for a period of thirty (30) days after a dispute arises the respective appropriate officers of the Parties shall negotiate in good faith in an effort to resolve the dispute; and (b) if the dispute has not been resolved at the close of such thirty (30) day period, the matter shall be finally settled by Alternative Dispute Resolution ("**ADR**") in accordance with the provisions set forth herein.

16.2 If the dispute has not been resolved then on the written request of any party it can be referred to an independent mediator, the identity of whom shall be agreed between the parties. In the event the mediator cannot be agreed by the parties within fourteen (14) days of one party's written request to appoint a mediator, the office of the International Centre for Dispute Resolution ("**ICDR**") in the Country shall appoint a single independent mediator in accordance with the rules of the ICDR.

16.3 The costs of ADR shall be shared equally, ADR shall take place in the Country and in English. In the event that within a period of sixty (60) days of the appointment of a mediator, the mediator is unable to resolve the dispute, the parties may submit the matter to the non-exclusive jurisdiction of the courts of the Country.

17 Assignment

17.1 AMCS may assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement and any associated third-party licenses to any of AMCS's affiliates or a successor by merger or an acquirer of assets and to any other person without the prior written consent of Customer.

17.2 Customer may not at any time assign, novate or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of AMCS, such consent not to be unreasonably delayed or withheld.

18 General

18.1 Nothing in this HaaS Terms or the Agreement will be construed to give any Party the power to direct or control the daily activities of another Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

18.2 The remedies of the Parties under the Agreement are cumulative and will not exclude any other remedies to which the Party may be lawfully entitled.

18.3 The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder will not be a waiver of such Party's right to demand strict compliance therewith in the future.

18.4 In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

18.5 AMCS may periodically modify these HaaS Terms, for example to reflect changes to applicable laws, to AMCS' terms, to the Services, etc. Customer should review these HaaS Terms regularly. AMCS will post notice of updated versions of these HaaS Terms on the AMCS' web portal which is available to all Authorized Users. Customer's continuing use of, or access to, the Services following AMCS' publication of any updated version of the HaaS Terms after such revised HaaS Terms enters into effect, shall be conclusive evidence that Customer has reviewed and agreed to be bound by the revised HaaS Terms.

19 Entire Agreement

19.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

19.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

19.3 Nothing in this clause will limit or exclude any liability for fraud.

19.4 No alteration to or variation of this Agreement will take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative.

20 AMCS, Currency, Law and Jurisdiction

20.1 The Currency, the AMCS party with which Customer is contracting, the law, exclusive of its choice of law provisions, that will apply in any dispute or lawsuit and the courts with exclusive jurisdiction over any such dispute or lawsuit is determined by the Country based on the following:

If Country is:	Currency means:	AMCS means:	Governing Law and courts having exclusive jurisdiction are:
USA	USD	**AMCS GROUP INC.** with its principal place of business at 179 Lincoln Street, Boston, MA 02111	Massachusetts law, with the courts of Boston, Massachusetts having jurisdiction
Canada	CAD	**AMCS CANADA INC.** with its registered office at 485 Pinebuch Road, Suite 302, Cambridge ON Canada N1T 0A6	The laws of the Province of Ontario, with the courts of Ontario, Canada having jurisdiction

21 Definitions

21.1 The definitions and rules of interpretation in this clause apply to these HaaS Terms.

"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**" for purposes of this definition, means direct or indirect ownership or control of more than fifty (50%) of the voting interests of the subject entity;
"Agreement"	these HaaS Terms together with any associated Proposal and/or Work Order as well as all document(s) referenced therein;
"**AMCS**"	shall have the meaning specified in clause 19 above;
"Annual Subscription Fees"	the annual subscription fees payable by Customer to AMCS for the Services, as set out in a Proposal;
"**Business Day**"	a day other than a Saturday, Sunday or public holiday in the Country when its banks are open for business;
"**Confidential Information**"	all documentation, technical information, software, business information, feedback, pricing of the Services, reports issued from the Services, trade secrets or know how or other materials of a confidential nature disclosed by one Party to the other Party and in connection with these HaaS Terms;

"**Country**"	means the country where Customer is situate, as country is specified in the Customer's address set out in the Proposal;
"**Currency**"	shall have the meaning specified in clause 19 above;
"**Customer**"	the party (company or legal entity) entering into this Agreement either by its use of, or access to, the Services and/or signing a Proposal;
"**Documentation**"	any document(s) made available to Customer by AMCS online via AMCS' website or such other web address notified by AMCS to Customer from time to time and all materials provided by AMCS, directly or indirectly, to Customer containing a description of, and the user instructions for, the Services as well as information about AMCS' Intellectual Property Rights and/or the Services, including but not limited to usage instructions, videos, online materials, writings, drawings, graphs, charts, photographs and other data compilations in any media whatsoever;
"**Data Processing Addendum**" or **"DPA**"	the terms on which Customer authorizes AMCS, and AMCS undertakes, to process Personal Data to provide the Services, which DPA is set out at Schedule 3 hereto and is incorporated into the Agreement by this reference;
"**Data Protection Legislation**" or "**DPL**"	(a) the General Data Protection Regulation (EU 2016/679) and the Data Protection Act 2018 and any amendments thereto; and, (b) the terms " **Controller**", "**Processor**", "**Data Subject**", "**Personal Data**" and "**processing**" when used in this Agreement will have the meanings set out in the DPL;
"**Effective Date**"	that date specified in the Proposal (if no date is specified, the Effective Date shall be the date the Proposal is last signed or accepted by any 'click to accept' process by Customer);
"**Extended Term**"	each successive period of one (1) year;
"**Fees**"	a collective term for the Subscription Fees, the Professional Services Fees and any other fees due from Customer to AMCS under a Proposal and/or these HaaS Terms;
"**Hardware**"	those items of AMCS' hardware, which are supplied as a service under this Agreement, and identified (by type, serial number and price) in a Proposal;
"**Hours of Coverage**"	between the hours of 09:00 to 17:30 on a Business Day in the Country;
"**Initial Term**"	five (5) years from the Effective Date, unless expressly varied in a Proposal;
"**Intellectual Property Rights**"	any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions;
"Professional Services"	any consulting, Implementation and/or training services set out in the Proposal, Proposal or a Work Order and provided in accordance with the terms set out at Schedule 2 hereto and is incorporated into the Agreement by this reference;
"Professional Services Fees"	the fees payable by Customer to AMCS for any Professional Services, which fees shall be charged at the rates specified in the Proposal, unless varied in a subsequent Proposal or any addenda thereto;
"Proposal"	means any written document (which may be computer generated and could be referred to as, without limitation, an offer, an order form, a quotation, a proposal or some other designation) issued by AMCS to, and accepted by, Customer setting out the commercial and any other terms on which the AMCS' Services specified therein are offered to Customer;
"Schedule"	any schedule referenced in the Proposal and/or these HaaS Terms;

"Services"	a collective term for AMCS' provision of the Hardware, Support Services, any Professional Services and such other services as are agreed between the Parties either in a Proposal, a Proposal, a Work Order or as otherwise agreed in writing signed by the Parties;
"Standard Contractual Clauses" or "SCC"	those standard contractual clauses published under the General Data Protection Regulation (GDPR) setting out the minimum required terms for the transfers of personal data to European Union and non-European Union countries, which terms are set out as a Schedule to the Data Processing Addendum;
"**Support Services**"	AMCS' standard customer support services to be provided by AMCS to Customer on the terms of the Support Services Policy;
"Support Services Policy"	the terms on which AMCS will provide Support Services to Customer, which terms are set out at Schedule 1 hereto and is incorporated into the Agreement by this reference;
"**Term**"	the Initial Term and any Extended Term;
"Work Order"	a written record, signed by the Parties, setting out the terms on which Customer and AMCS agree that AMCS shall provide Professional Services to Customer.

21.2 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. Any phrase introduced by the words including, includes, in particular, or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words. References to clauses and schedules are to the clauses and schedules of these HaaS Terms. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

21.3 If there is an inconsistency between any of the provisions in these HaaS Terms and the Proposal, the provisions of the Proposal will prevail.

SCHEDULE 1
SUPPORT SERVICES POLICY

1 SERVICES

1.1 In consideration of and subject to Customer's payment of the Subscription Fees, AMCS will during the Term provide the Support Services in accordance with the Agreement and this Support Services Policy. For clarity, Support Services do not include or replace Professional Services.

1.2 AMCS will provide Support Services for all Support Cases during the Hours of Coverage. Support Cases can be logged by Super Users 24/7/365 through the Customer Support Portal.

1.3 AMCS undertakes automated monitoring of the AMCS Platform™ and will promptly address any system down issues identified by such monitoring, even if outside of the Hours of Coverage.

2 DEFINITIONS

2.1 "**Customer Support Portal**" means AMCS' on-line portal (https://www.amcsgroup.com/company/global-customer-support/) through which Customer can submit Support Case(s).

2.2 "**Super User**" means an Authorized User who is also authorized by Customer to submit Support Case(s) on behalf of Customer.

2.3 "**Support Case**" means an incident reported by a Super User to AMCS requesting Support Services assistance.

2.4 "**Support Services**" means provision of AMCS' standard support, break fix and update services (and shall not include any Premium Services, Customer requests or change requests).

3 LOGGING A SUPPORT CASE

3.1 Super Users may log Support Cases through the Customer Support Portal.

3.2 **For P1 Priority Code Support Cases only**: Super Users may also submit any P1 Priority Code Support Case by telephone through the AMCS customer support helpdesk. For any P1 Support Case logged during the Hours of Coverage AMCS will work on a 'work to completion' basis or, until a work-around is provided and/or the priority is lowered.

4 PRIORITY

4.1 The impact identified by the Customer when logging a Support Case will determine which of the following levels of priority ("**Priority Code(s)**") will apply.

Priority Code	Description
P1	**Critical** - The problem is impacting the majority of Users and/or Customer's clients, the Services (or significant Services functionality) is unavailable with no work around currently available.
P2	**High** - The problem is causing a serious business impact, impacting a significant number of Users and/or Customer's clients, performance and/or functionality of the Services is significantly degraded and there is no acceptable workaround currently available.
P3	**Moderate** - The problem is impacting only a small number of Users and/or Customer's clients and is causing only a minor business impact or is more serious but there is an acceptable workaround currently available

4.2 Support Case Priority Codes may be adjusted at any time, depending upon impact to Customer.

5 TARGET RESPONSE TIME

5.1 Based on the Priority Code for the Support Case AMCS will respond to and commence work to resolve Support Cases within the response time stated below ("**Target Response Time**"). Save for P1 Priority Calls, Target Response Times are measured within the Hours of Coverage.

Priority Code	Description	Target Response Time
P1	Critical	1 Hour
P2	High	4 Hours
P3	Medium	16 Hours

5.2 Once work to resolve the Support Case is commenced in accordance with the applicable Response Service Level set forth above, AMCS will work diligently and continuously (24x7x365 for P1 Priority Code Support Cases, and during Hours of Coverage for all other Support Cases) until a work around for the Support Case is provided or the Support Case is resolved.

5.3 Customer acknowledges that AMCS' ability to work continuously may be contingent upon AMCS' receipt of responses and/or feedback from Customer and that resolution of a Support Case may be delayed if Customer's response(s) and/or feedback are not provided in a timely manner.

6 SUPPORT CASE PROCEDURE

6.1 All P1 Priority Code Support Cases will be on a 'work to completion' basis or until a work-around is provided, whereupon the Priority Code will be lowered.

6.2 Super User shall provide a sufficiently comprehensive and clear description of the problem when submitting a Support Case including, to the extent applicable, details of the steps to reproduce the problem and copies of screenshots where appropriate.

6.3 Customer will provide timely responses to all reasonable requests for additional information in relation to the Support Case. Delays in providing requested additional information may delay the Support Case resolution timeline.

6.4 Once the Support Case has been received, AMCS will confirm receipt and commence work in line with the applicable Target Response Time set forth in the table above. The most efficient way to submit or raise a case is via the Customer Support Portal. If a Support Case is raised via telephone, then AMCS will enter the Support Case (and each resolution) into the Customer Support Portal.

6.5 AMCS will investigate each Support Case in order of Priority Code and provide Customer event resolution path progression in accordance with the Priority Codes table above via the Customer Support Portal.

6.6 At any time, Customer can check the current status of a Support Case through AMCS' Customer Support Portal.

6.7 If the resolution option(s) are not immediately apparent AMCS will provide the Customer with a plan of action in response to the Support Case. Such plan of action will include a description of the required activities and assign appropriate responsibilities and timescales for each activity. In addition, but for P1 Priority Cases only, AMCS will communicate the plan of action to the Customer orally in the first instance.

6.8 AMCS will keep Customer apprised of the status versus plan of action for each open Support Case via the Customer Support Portal.

6.9 Closing a Support Case:

6.9.1 If a Support Case is closed because it has been successfully resolved, AMCS will provide a description of the final solution to Customer within the Customer Support Portal.

6.9.2 If a Support Case has not been successfully resolved, then AMCS will not close the Support Case unless the issue is shown to be outside of AMCS' responsibility in which case AMCS may close the Support Case irrespective of whether Customer deems the issue is resolved.

6.9.3 If Customer considers that a Support Case has incorrectly been deemed closed by AMCS, Customer shall inform AMCS and provide a brief description of the outstanding issue(s), in which case AMCS will reopen the Support Case.

6.10 AMCS will use reasonable endeavors to have local language speaker(s) available during the Hours of Coverage. But, unless otherwise stated in the Agreement, the primary language of communications between AMCS and Customer will be English.

7 UPTIME

7.1 AMCS will use all reasonable efforts to ensure that the Services are available and functioning in accordance with its specifications for the Uptime.

7.2 "**Uptime**" means that the Services shall be available for ninety-nine point nine percent (99.9%) per annum. Uptime is calculated monthly by dividing the number of minutes in the applicable month during which the Services are available and functioning properly by the total number of minutes in such month.

7.3 Uptime shall exclude any period of time that the Services are not available for any of the following reasons:

7.3.1 AMCS is performing scheduled system upgrades, enhancements or routine maintenance. The timing of system upgrades etc will be coordinated with Customer for appropriate scheduling;

7.3.2 problems caused by defects in Customer Data as uploaded to the AMCS Platform™ by Customer;

7.3.3 events of Force Majeure;

7.3.4 Customer's inability to access the internet that is not caused by AMCS;

7.3.5 suspension of Customer's access to the Services in accordance with the terms of the Agreement;

7.3.6 problems caused by Customer's or User's use of the Services where the defined business process is not followed;

7.3.7 problems arising from Customer's third-party software or applications including any ISP problems;

7.3.8 problems caused by hardware provided by Customer;

7.4 **Business Continuity:** AMCS provides an in-built disaster recovery plan with a guaranteed RPO of five (5) minutes and an RTO target of two (2) hours. Where used in this section: "**RTO**" or Recovery Time Objective means the time taken to reinstate the Service from time of failure; and, "**RPO**" or Recovery Point Objective is the point in time to which the Service will be recovered.

7.5 **Backups**: Databases are deployed with a thirty-five (35) day point-in-time restore capability. This ensures a snapshot of the database can be retrieved from any point over the preceding thirty-five (35) days. Long term backup retention is in place where backups are stored for up to ten (10) years.

7.6 **Archiving**: The extraction of specified Customer Data from the main database and placing it in an archive for future Customer access. The Customer Data to be archived along with the archiving strategy and the retention periods will all be agreed with Customer as part of the Implementation process.

7.7 **Uptime Availability**: AMCS implement Availability Tests to verify Uptime. Such Availability Tests continuously test the

health of each environment across multiple geographic locations. Availability Tests are currently automatically conducted every five (5) minutes, mirroring that currently available from Microsoft. If Microsoft increase the frequency of the Availability Tests AMCS shall apply the such same increased frequency to the Availability Tests.

7.7.1 "**Availability Tests**" means the URL ping test and the multi-step web test, the Diagnostic Checks and the Regression Tests:

7.7.2 "**Diagnostic Checks**" review the following Connectivity: between web and data layer, to any required API's, and, to the Reports API and Server as well as version number verification between web and database components.

7.7.3 "Regression Tests" verify that a user can: log into the application, log in to the customer portal, navigate to each area of the application, can perform a customer search and, if applicable, that a user can view jobs scheduled at a weighbridge and/or scalehouse.

8 EXCLUSIONS

8.1 AMCS will have no obligation to provide Support Services in connection with any Support Case caused or delayed by:

8.1.1 Customer's use of the Services other than in accordance with the terms of this Agreement;

8.1.2 Customer's failure, inability or refusal to allow AMCS' Support Services personnel proper and uninterrupted access to the Services;

8.1.3 software or malware that has affected the customers infrastructure;

8.1.4 any defect or malfunction of the Customer's network systems and/or internet that is not due to any act or omission of AMCS;

8.1.5 use of the Services by any personnel of the Customer who have not been adequately and/or appropriately trained in its use;

8.1.6 Customer's refusal to allow the implementation of any bug fixes or updates previously provided by AMCS to Customer unless a reasonable objection to such implementation has been identified by Customer and accepted by AMCS;

8.1.7 the correction of any fault or problem which is not reported by the Customer to AMCS in accordance with the Support Case procedure; and/or,

8.1.8 either Party being subject to a Force Majeure event.

9 MISCELLANEOUS

9.1 If resolution of a Support Case requires a change to the AMCS Platform™ and/or the Services AMCS will obtain written authorization (which may include email) to proceed from Customer. AMCS will test any new solution prior to release to Customer.

9.2 AMCS shall, through the Customer Support Portal, provide access to key business metrics including application performance, Services uptime, backlog, individual Support Case status etc.

9.3 The periodic management and performance review process and schedule will be tailored to Customer's requirements. Such process and schedule will be finalized during the Implementation process and on-boarding of Customer.

9.4 Customer and AMCS may periodically review Support Cases undertaken by AMCS to identify if additional Customer training is required or whether Services changes would prevent similar problems occurring.

9.5 AMCS may, in its discretion, investigate the root cause of a Support Cases issue and if, as a result of such investigation, AMCS determine that the issue is due to a factor outside the control of AMCS then AMCS shall be entitled to recover from Customer the cost of such investigation at the quoted Professional Services rates.

9.6 Whilst Customer is encouraged to log requests for enhancements or significant changes to the Services, which are not relating to a defect or inherent error in the Services, or to request Professional Services, such requests are excluded from Support Services. If Customer wishes AMCS to provide such requested enhancements or changes, or to provide Professional Services, these will be delivered separately, as Professional Services, subject to the Parties first agreeing the parameters of the work required by Customer and the cost to be charged by AMCS in providing the same.

9.7 Any Professional Services purchased by Customer shall be provided on the Professional Services terms set out in this Agreement.

9.8 AMCS provide Support Services for only the then current version of the Services and one (1) prior release.

10 ESCALATION PROCEDURE

10.1 If the Customer is concerned that a request for Services has not been met as set out above, Customer may escalate the issue through the following levels of AMCS' organization:

Level 1	Support Team Lead on-call
Level 2	Support Manager on-call
Level 3	Regional Head of Customer Support

10.2 Contact details for the above shall be provided to Customer during the on-boarding process.

SCHEDULE 2
PROFESSIONAL SERVICES

1. Customer has agreed to purchase the Professional Services for Implementation Services as detailed in the Proposal. Customer may purchase additional Professional Services from AMCS during the Term. AMCS reserve the right to outsource Professional Services.
2. Unless otherwise stated in a Proposal or Work Order, implementation and/or installation are not included. If required by Customer, these will be provided as Professional Services on a time and material basis.
3. Requests for Professional Services shall be made to AMCS in writing, including such information as is required to allow AMCS to consider, quantify and cost such Professional Services request. Where agreed, Professional Services shall be detailed in a Proposal or Work Order, including an estimate of the time and cost of providing such Professional Services. If AMCS decline a request for Professional Services AMCS shall provide written notice to Customer advising that the Professional Services are not agreed and provide the reason(s) for such non-agreement. Customer may accept AMCS' Proposal or Work Order, as applicable, by signing and returning the Proposal or Work Order to AMCS within ten (10) working days of receipt, failing which the Proposal or Work Order shall be deemed withdrawn.
4. Professional Services are provided based on the following assumptions: (i) Customer will leverage the standard AMCS product workflows, printed outputs, templates and reports; (ii) Customer will accept and adopt AMCS' best practice business process recommendations and strive to adopt the default AMCS configurations; (iii) modifications to best practices will be limited to compliance with government or regulatory requirements; (iv) project and 'Hypercare' duration will be fixed periods, as stated in the Proposal; and, (v) training will be based on a 'Train the Trainer' model, wherein Customer will be responsible for training its end users.
5. Success of a Professional Services project is dependent upon Customer: (i) appointing a designated Project Manager, with an alternate, for the duration of the project; (ii) providing appropriate project resources, as identified during the plan phase of the project; (iii) providing timely data evaluation, to avoid project testing delays; (iv) providing timely review and sign-off of deliverables documents; (v) making timely decisions, so as to adhere to the agreed project schedule; (vi) achieving timely completion of data cleansing and provision to AMCS in the agreed format; (vii) undertaking acceptance and performance testing of the in-scope tasks in a timely manner; (viii) taking responsibility for provision of, and documenting, the test scenario's applicable to Customer's business needs and ensuring that comprehensive coverage for UAT is provided; (ix) attending and participating in design, planning and other agreed workshops; (x) performing all Customer tasks in accordance with the agreed project schedule; (xi) promptly providing AMCS with appropriate access to Customer's existing systems, environments and facilities, as required.
6. If a Change Request arises the Parties will discuss its implications, following which AMCS will provide a written proposal to Customer including details of the impact of the Change Request to the price, timeline and scope of the project. Unless Customer accepts such Change Request proposal within ten (10) working days (which acceptance may be by email) Customer will be deemed to have rejected the Change Request proposal. If the Change Request proposal rejected by Customer relates to a Customer initiated Change Request, the project shall continue upon the existing scope and timeline. If the Change Request proposal rejected by Customer relates to circumstances beyond the control of the Parties and AMCS is unable to continue the project within the existing price, timeline and scope then AMCS will pause the project until an acceptable compromise is reached by the Parties. Each Change Request proposal agreed between Customer and AMCS shall form part of this Agreement. Where used herein a "**Change Request**" means any change to the scope or timeline of a project whether arising from a Customer request for changes or due to circumstances beyond the control of the Parties.
7. Professional Services within a Proposal or a Work Order are an estimate, actual costs may vary.
8. AMCS shall invoice Professional Services monthly in arrears.
9. On-site Professional Services are provided between 9:00am and 5:00pm at Customer's site, excluding weekends and public holidays ("**local hours**"). If requested by Customer, work performed or travel required outside of local hours whether on-site or remotely will be invoiced at one point five (1.5) times the standard Professional Services rates. Work performed or travel required at weekends or during public holidays will be invoiced at two (2) times the standard Professional Services rates.
10. Professional Services provided remotely will be provided during the local office hours of the assigned AMCS employee.
11. AMCS will use reasonable efforts to carry out the Professional Services which are provided on a time and materials basis and 'as is'.
12. Professional Services do not include expenses, Customer shall reimburse AMCS for any reasonable and properly incurred out of pocket expenses relating to AMCS' provision of Professional Services which may include travel time to and from Customer's site, lodging, meals, telephone, and shipping, as may be necessary in connection with performance of the Professional Services duties under this Agreement by AMCS.
13. If Customer makes any changes to, postponement or cancellation of, Professional Services after the AMCS has arranged

travel will result in a charge to Customer of one hundred percent (100%) of the travel costs and fifty percent (50%) of the personnel costs.

SCHEDULE 3
DATA PROCESSING AGREEMENT

1 Definitions

"AMCS Companies"	means Advanced Manufacturing Control Systems Limited and any corporation more than fifty percent (50%) owned by Advanced Manufacturing Control Systems Limited provided such corporation is resident within the European Economic Area;
"**Data Protection Legislation**"	means: (a) the General Data Protection Regulation (*(EU) 2016/679*) ("**GDPR**"), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in AMCS's jurisdiction; and (b) the terms "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**processing**" when used in this Agreement will have the meanings set out in the Data Protection Legislation.
"**Product(s)**"	means AMCS' Hardware product(s) supplied and any Services (whether as a cloud based product or delivered as an on-premise product where applicable) to Customer under the terms of the Agreement.
"Purposes"	means those listed in Annex 1.
"Services"	means (i) where the Product(s) are provided and operate in the cloud, any automated processing by the Product(s) and AMCS' provision of support services and/or professional services or (ii) where the Products are provided and operate on-premise, AMCS' provision of support services and/or professional services, and as each are more specifically described and defined in the Agreement.
"Third Party Processors"	means those third parties listed in Annex 1 and any that Customer subsequently consents to, in writing.

2 Effect of Addendum

2.1 To the extent that the Agreement contains any terms or conditions concerning Data Protection Legislation, this Addendum replaces any such terms or conditions.

2.2 This Addendum constitutes an amendment to the Agreement in accordance with its terms and forms a part of it. All other provisions of the Agreement shall remain in full force and effect.

3 Data Protection

3.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

3.2 The Parties acknowledge that for the purposes of the Data Protection Legislation: (i) where the Product(s) are provided and operate in the cloud, Customer is the Data Controller and AMCS is the Data Processor and (ii) where the Product(s) are provided and operate on-premise, Customer is both Data Controller and Data Processor, whilst AMCS is the Data Processor to the extent Customer seeks the Services.

3.3 Customer authorises AMCS to process Personal Data to provide the Services in accordance with the Agreement and Annex 1 hereto and AMCS shall process Personal Data for such purposes in compliance with Data Protection Legislation.

3.4 Without prejudice to the generality of clause 3.1, AMCS will, in relation to any Personal Data processed in connection with the performance by AMCS of its Services obligations under the Agreement:

3.4.1 process that Personal Data for the Purposes, only in accordance with the terms of the Agreement and any written instructions of the Data Controller;

3.4.2 if AMCS is required by the laws of any member state of the European Union or by the laws of the European Union applicable to AMCS ("**Applicable Laws**") to process such Personal Data for other purposes, promptly notify Customer of such other purposes before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Processor from so notifying Customer;

3.4.3 subject to clause 3.4.2, not disclose any Personal Data to any third party without the prior written consent of Customer;

3.4.4 ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological

development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

3.4.5 ensure that all AMCS' personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

3.4.6 not transfer any Personal Data outside of the European Economic Area unless with the prior written consent of Customer and the following conditions are fulfilled:

(i) Customer or AMCS has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) AMCS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) AMCS complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;

3.4.7 assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.4.8 notify Customer without undue delay on becoming aware of a Personal Data breach;

3.4.9 at the written direction of Customer delete or return (in that format specified in the Agreement or as is produced by using the Product's standard data export facilities) Personal Data and copies thereof to Customer on termination of the Agreement unless required by Applicable Laws to store the Personal Data;

3.4.10 maintain complete and accurate records and information to demonstrate compliance with this clause 3 (including but not limited to contractual arrangements for the transfer of Personal Data outside the EEA) and allow for audits by Customer or Customer's designated auditor in accordance with the audit provision of the Agreement; and,

3.4.11 comply with all reasonable requests of Customer resulting from any such audit described in clause 3.4.10.

4 Appropriate Safeguards

4.1 AMCS will not appoint any third-party processor of Personal Data under the Agreement, without Customer's prior written consent. Customer hereby consents to the Third-Party Processors processing Personal Data for the Purposes listed in Annex 1 which may include the transfer of Personal Data to such Third-Party Processors.

4.2 Where Customer provides consent pursuant to clause 4.1 AMCS has entered, or will enter, into an agreement with such Third-Party Processor incorporating terms which are substantially similar to those set out in clause 3.4.

4.3 As between Customer and AMCS, AMCS shall remain fully liable for all acts or omissions of any Third-Party Processor appointed pursuant to this clause 4.

4.4 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Back-Up Policy.

Annex 1
Processing, Personal Data and Data Subjects

1 **Processing by the Provider**

1.1 **Scope**: AMCS may act as a Data Processor in fulfilling the following:

1.1.1 standard day to day processing of Customer data for AMCS Cloud based Products

1.1.2 delivering AMCS Product solutions to Customer

1.1.3 software maintenance and resolution of issues

1.2 **Purpose of processing**: AMCS will process data for the following reasons:

1.2.1 **Provision of SaaS Services**: Where AMCS' SaaS Products operate in the cloud, these products host and process data on behalf of Customer using AMCS developed applications.

1.2.2 **Services Delivery**: During delivery of AMCS solutions to Customer, it may be necessary to process data on behalf of Customer, which could include:

1.2.2.1 migration of data to AMCS solution database. This could be from one customer database to another. Such database may be located either in the Cloud or on the Customer's premises.

1.2.2.2 testing of the Product prior to go live.

1.2.2.3 assisting Customer with first runs of key business processes, if required.
1.2.2.4 debugging of solution prior to Customer sign off.

1.2.3 **Software Maintenance**: In order for AMCS to deliver software maintenance services, there will be occasions when AMCS will require access to, and may process, Personal Data in order to satisfactorily resolve issues that arise. Maintenance services may include:

1.2.3.1 **case resolution**- resolving customer issues that may occur during the use of the Product.
1.2.3.2 **upgrading Product** – It is important that product version be kept up to date and software support teams may need access to data in the product upgrade process.
1.2.3.3 **data archiving**- In order to maintain a performing product, it will be necessary to archive data that is no longer required for immediate day to day processing, but may be required to retain for business reasons. In providing this service AMCS software support teams may need access to data in the Product.
1.2.3.4 **performing complex configuration or changes** – Some changes to Customer's services or pricing will require assistance of AMCS software support teams. In delivering this service the AMCS software support teams may need access to data in the Product.
1.2.3.5 Developing solutions, features or reports.

1.3 **Duration of the processing**:

1.3.1 The duration of processing will vary depending on the task or service being delivered but data will only be retained for as long as is necessary to perform and deliver services.
1.3.2 The data that is processed in SaaS products where data is stored in the cloud is retained on behalf of the Data Controller. The Data Controller will determine how long that this data is retained for.
1.3.3 If it is necessary to copy data in order to perform maintenance support, the data will be deleted as soon as the support task has been completed and verified by the customer in accordance with AMCS' policies and procedures.

2 **Types of Personal Data**

The Product requires certain Personal Data for effective operation of Customer's business. Such data allows Customer to manage their customers, and to deliver the products and services their customers purchase. The types of personal data that may be processed by AMCS include:

2.1 Name
2.2 Address
2.3 Phone Numbers
2.4 Email Addresses
2.5 Bank Details
2.6 GPS coordinates

3 **Categories of Data Subject**

The data subjects that AMCS may access or collect data on are as follows:

3.1 **Customer**: During the course of day to day operations AMCS will have access to Personal Data for the Customer personnel with whom they engage. Correspondence with such personnel would typically be retained to document delivery of Services.
3.2 **Customer's customers**: The companies and individuals who subscribe to the Customer's products and services, which customer data is entered into the Product in the course of providing such products and services.

4 **Approved Third Party Processors:**

4.1 **AMCS Companies**
4.2 **iLand** - global cloud service provider
4.3 **Microsoft Azure** - global cloud service provider
4.4 **DSRC (UK) Limited and Data Software Research Company Private Limited** (India) - software development services
4.5 **Geotab** (Canada) – vendor of computerized information services
4.6 **Edge R&D, LLC** (USA) – professional services consultant
4.7 **For All IT (FAIT)** - software delivery partner. Cloud service provider
4.8 **Dariusz Siwek Logistics** (Poland) - software support and development services