



AMCS' GENERAL TERMS OF SERVICE (SaaS)

These AMCS' General Terms of Service ("GToS") govern Customer's use of and access to the Services. Customer is deemed to have accepted these GToS, either by: (a) executing a Proposal or a Work Order that references these GToS; or, (b) Customer's use of or accessing any 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, Work Order and/or Change Order. AMCS and Customer may each be referred to as a "Party" and together as the "Parties" to the Agreement.

1 Term. The Term of the Agreement will take effect on the Effective Date and continue during the Initial Term. Except as expressly varied in a Proposal, the Agreement will automatically renew for successive Extended Term(s) unless either party gives written notice of non-renewal of the Agreement to the other party not later than one hundred and twenty (120) days before the expiration of the Initial Term or the relevant Extended Term, as the case may be, unless the Agreement is terminated earlier in accordance with its terms. The Services shall be provided concurrently with the Agreement, such that upon any termination or expiration of the Agreement, the Services shall cease. The Initial Term and each Extension Term are defined in Section 19 below.

2 Subscription

2.1 During the Term, and subject and pursuant to the Agreement, the: (a) 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; and, (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 a Proposal, Work Order or Change Order. Customer's access to Services is contingent upon Customer's compliance with the payment provisions of Section 4 below.

2.2 If a Proposal, Work Order or Change Order expressly states, or if agreed in writing signed by the Parties, that an Affiliate of Customer is authorized to use the Services purchased under the Agreement, then all references to Customer in Section 2.1 shall include Affiliate. Customer is solely responsible 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. Customer shall be responsible for all acts and omissions of its Affiliate to the same extent as if such acts or omissions were by Customer.

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 the 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 the Agreement. This provision shall not apply to any Fees to be paid on a monthly or reimbursement basis.

2.4 AMCS will use commercially reasonable endeavors to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance carried out during the maintenance window of 10:00pm to 2:00am EST; and, (b) unscheduled maintenance performed outside Hours of Coverage, provided that AMCS has used reasonable endeavors to give Customer at least six (6) hours notice in advance, when practicable.

2.5 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. Support Services include the ability of Customer to access such new versions of the Services that are purchased by Customer, but any assistance to unlock or configure such new functionality is not included in the Annual Subscription Fee(s) and, if requested by Customer, will be provided and charged as Professional Services.

2.6 AMCS reserves the right to introduce new or enhanced features and functionalities to the Services.

2.7 To maintain Customer on a single stable current release, AMCS regularly releases new or enhanced features and functionalities to the AMCS Solutions. Such releases are automatically deployed into Customer's user acceptance testing ("UAT") environment. The deployment frequency for delivering such features and functionalities to the Customer's production environment will be determined by AMCS. Feature Releases will be released into a sandbox test environment for a limited period to allow Customers to re-train and test against the existing AMCS Solution. If Customer receives the Quentic Solution from AMCS, the Feature Releases will be deployed to the production environment with an update



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notification in advance. Maintenance Releases will be released automatically into the production environment. Release notes will be supplied in advance for both Feature Releases and Maintenance Releases.

- 2.8 AMCS shall provide Professional Services to Customer as may be agreed by the Parties from time to time and specified in a Proposal, Work Order or Change Order. All Professional Services shall be provided on the terms of the Agreement, which terms shall be varied only as stated in the applicable Proposal, Work Order or Change 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, Work Order or Change Order, as applicable and, except as expressly stated therein, Professional Services and the results thereof are provided on a time and materials basis.
- 2.9 AMCS may engage Affiliates, subcontractors and other third parties to perform a portion of the Services; provided that AMCS shall remain responsible for the performance of such Services by them to the same extent as if such Services were performed by AMCS.

3 Services Access

- 3.1 In relation to the Authorized Users, Customer undertakes that: (a) it will not allow or suffer a User Password to be used by more than one Authorized User unless it has first been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User will no longer have any right to access or use the Services; (b) it will promptly disable an Authorized User's account access to, and use of, the Services when such Authorized User ceases to require access to the Services; (c) each Authorized User will keep their User Password confidential and secure and shall regularly update their password, not more than sixty (60) days after last re-setting the password; (d) it will ensure that access to the Services by Authorized Users is appropriate at all times. This shall include approving, maintaining and removing access and User Passwords as required; and, (e) it shall implement logical access controls to provide reasonable assurance that unauthorized access to the Services is prevented and/or restricted. If Customer discovers that access and a User Password has been issued to a person who is not an Authorized User, Customer will promptly disable access and the password of, and will not issue a new User Password to, such person.
- 3.2 Customer will: (a) provide AMCS with all necessary timely co-operation and access in relation to the Agreement and the Implementation Services, including relevant security access information and configuration services and, in the event of any delays attributable to Customer, AMCS may adjust any timetable or delivery schedule as reasonably necessary; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement including the DPL; (c) ensure that the Services are used in accordance with the Agreement and hold AMCS harmless for any acts or omissions by Customer, Affiliates (if any) as well as those of Customer's or Affiliate's contractors and agents; (d) ensure that its networks and systems comply with any specifications provided by AMCS and will be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to AMCS' data centers and systems, and for any and all problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to its network connections or telecommunications links or caused by traversing the internet; (e) be responsible for configuration and security settings that are maintained by Customer's administrators and shall ensure that such settings are appropriate to Customer's security requirements; (f) ensure that the input of Customer Data into the Services considers those that have access to the Services to prevent any breaches of privacy or confidentiality; (g) obtain and maintain all necessary licenses, consents, and permissions necessary for Customer and its contractors and agents, to use the Services and perform its obligations in accordance with these GToS; and, (h) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, upon becoming aware of any such unauthorized access or use, promptly notify AMCS.
- 3.3 Customer will not access, store, distribute or transmit any material, in its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or, (f) is otherwise illegal or causes damage or injury to any person or property. AMCS reserves the right, without liability or prejudice to any other rights or obligations to Customer, to disable Customer's access to any material that breaches the provisions of this Section 3.3.
- 3.4 Customer will not (and will not knowingly permit any third party), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the



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Agreement; (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the AMCS Solution and/or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the AMCS Solution; (c) access all or any part of the Services and Documentation in order to build a product or service which competes with the AMCS Solution, the AMCS Platform™, the Services and/or the Documentation; (d) use of the Services and/or Documentation to provide services to third parties, to publish any benchmarking data, to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, share, provide a service bureau or otherwise make the Services and/or Documentation available to any third party; (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or, (f) transmit any Virus(es) into the Services.

4 Charges and Payment

- 4.1 AMCS will invoice and Customer will pay the Fees as stated in the Proposal.
- 4.2 Professional Services Fees shall be invoiced by AMCS on a time and material basis at the rates set out the Proposal unless such rates are expressly varied in a subsequent Proposal or addenda thereto.
- 4.3 All Fees under the Agreement: (a) are payable only in the Currency; (b) are non-cancellable and non-refundable; (c) relate to quantities purchased and cannot be decreased during the 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; (d) are payable subject only to the fee dispute process of Section 4.6 below; and (e) shall be paid within thirty (30) days from date of invoice (the "Due Date").
- 4.4 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 in the Country. Such percentage increase shall be applied to the Fees with effect from the next anniversary of the Effective Date. The then-current Fees in any year shall be the basis of assessing the adjustment for the subsequent year.
- 4.5 AMCS does not require a purchase order from Customer. If Customer elects to issue a purchase order to AMCS for Customer's purchases under the Agreement any terms and conditions in such purchase order are expressly rejected by AMCS, will have no binding effect, and shall not vary the Agreement.
- 4.6 Should Customer, acting reasonably, have a valid dispute in respect of all or any part of any invoice(s), Customer will notify AMCS in writing within ten (10) Business Days of its receipt of the invoice with such notice containing sufficient details to allow AMCS to investigate the nature of the dispute. Following such notice, Customer will be entitled to withhold payment of the amount in dispute that relates to the Service or Deliverable that is the subject of the dispute, to a maximum of one month's invoice, without interest, while timely paying all undisputed amount(s) under such invoice. 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 of any sum determined to be due within five (5) Business Days of resolution of the dispute or, if the dispute is resolved before the Due Date for such invoice, payment shall be made by the Due Date.
- 4.7 If AMCS has not received payment of any undisputed (pursuant to Section 4.6) invoiced sum ("Past Due Sum") within fifteen (15) days after the Due Date, AMCS will be entitled, without notice, to charge interest on a daily basis on the Past Due Sum at the rate of one point five percent (1.5%) of such sum, per month (or the maximum rate permitted by law, if lower). Interest on the Past Due Sum will accrue from the Due Date until the Past Due Sum and interest are fully paid, whether paid before or after the rendering of a judgment (if applicable). Additionally, AMCS may provide Customer with a written notice to pay such outstanding sum within five (5) days or have the Services suspended. If such sum is not paid within the five (5) day period, AMCS shall be entitled to disable Customer's passwords and access to all or part of the Services and discontinue its provision of any or all of the Services while the Past Due Sum and interest remain unpaid. The foregoing are not exclusive remedies. If the Past Due Sum and interest remain unpaid for thirty (30) days after the Due Date, Customer is in material breach of the Agreement.

5 Intellectual Property Rights

- 5.1 Customer will own all Intellectual Property Rights in and to all the Customer Data and the results, reports and benefits it derives from the Services.



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- 5.2 AMCS and/or its licensors own all Intellectual Property Rights in and to the Services, AMCS Solution(s) and Documentation. AMCS reserves all rights to or in, any Intellectual Property Rights, and to any other rights or licenses not expressly granted herein.
- 5.3 To the extent that any modifications or improvements to the Services, AMCS Solution(s) or Documentation are carried out under or in connection with the Agreement, whether by AMCS alone or jointly with Customer, all Intellectual Property Rights in and to the underlying ideas and in any resulting derivative works, improvements or modifications, will be assigned to, will vest with, and will be solely owned by AMCS.
- 5.4 Access to subscription-based Services does not confer any right, title or interest to Customer in AMCS Intellectual Property Rights.

6 Data Processing, DPL and Customer Data

- 6.1 Both parties will comply with all applicable requirements of the Data Processing Addendum (“DPA”) and Data Protection Legislation (“DPL”).
- 6.2 AMCS will follow its archiving procedures for Customer Data as set out in its Data Back-Up and Retention Policy.
- 6.3 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 Data Back-Up and Retention Policy.
- 6.4 AMCS will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by AMCS to perform services related to Customer Data maintenance and back-up).
- 6.5 Customer will have sole responsibility for the legality, reliability, integrity, accuracy, quality, and timely delivery of Customer Data, and represents and warrants that it has and will maintain all necessary consents required for processing of Personal Data (as defined in the Data Processing Addendum) that is part of the Customer Data.
- 6.6 Notwithstanding anything to the contrary, AMCS shall have the right to anonymize, collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and AMCS will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AMCS’ offerings; and, (b) disclose such data solely in aggregate or other anonymized or de-identified form in connection with its business. AMCS will not reconstruct any information to its original from its anonymized form.

7 Confidentiality

- 7.1 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**”).
- 7.2 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 any disclosure, whether intentional, negligent or otherwise in violation of this Section 7.2, 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 the Agreement; (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.
- 7.3 Subject to any other obligations herein with respect to the return or retention of information, following termination of the Agreement, on the Disclosing Party’s written request, the Receiving Party shall, and shall require its representatives and agents to destroy all Confidential Information in the possession or under their control; provided, however, that the Receiving Party and its representatives and agents shall be entitled to retain copies of Confidential Information to the



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extent necessary to comply with applicable law, for litigation, for bona fide records retention purposes, or in accordance with its internal and automated back-up processes in each case, to the extent permitted by law and subject to the terms of confidentiality required by this Section 7 and, in the case of Personal Data, pursuant to requirements of the Data Processing Addendum.

8 Warranties and Disclaimers

- 8.1 Customer warrants that any Customer Data input into an AMCS Solution is: (a) owned by Customer or are provided with the express consent from the third party holding any Intellectual Property Rights in or over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by Intellectual Property Rights; and, (b) is duly consented to be the affected individual when in the form of Personal Data, and does not and will not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable DPL, and is not defamatory.
- 8.2 Customer is solely responsible for determining the suitability of the AMCS Solution(s) and the Services for its use. Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by Customer, and for conclusions drawn from such use. Customer, its Affiliates and employees, will rely solely on their own legal, financial or tax advisors. AMCS will have no liability for any damage caused by errors or omissions in any Customer Data, or other information, instructions or scripts provided to AMCS by Customer in connection with the Services, or for any actions taken by AMCS at Customer's direction.
- 8.3 ALL SERVICES AND DOCUMENTATION ARE PROVIDED BY AMCS 'AS IS'.
- 8.4 NOTWITHSTANDING SECTION 2.4, AMCS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- 8.5 ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THE AGREEMENT.

9 Limitation of Liability

- 9.1 Nothing contained in this Section 9 will limit: (a) either Party's liability for death or personal injury resulting from that Party's negligence or other act; (b) either Party's liability for fraud, intentional misconduct, or gross negligence; or, (c) Customer's liability for breach of Customer's payment obligations under the Agreement, or its breach of the Service access terms and conditions in Section 3 above.
- 9.2 Subject to Section 9.1, neither Party will be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: (a) any economic losses (including loss of revenues, profits, contracts, opportunities, loss of data, business or anticipated savings); (b) any loss of goodwill or reputation; or, (c) any punitive, special or indirect or consequential losses in any case, whether or not such losses were within the contemplation of the Parties at the date of the Agreement or were suffered or incurred by either Party arising out of or in connection with the Agreement.
- 9.3 Subject to Section 9.1, a Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), indemnity, restitution or otherwise, arising in connection with the 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.

10 Termination

- 10.1 Either Party may immediately terminate the Agreement at any time in the event that the other Party: (a) commits a material breach of the Agreement which is not capable of remedy; (b) commits a material breach of the 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, except that the period shall be ten (10) days where Customer is in breach of its payment obligations hereunder; or (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. Termination of the Agreement terminates all Services and access thereto.
- 10.2 Termination of the Agreement will not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages, and recover its court costs and reasonable attorneys' fees, in respect of any breach of the Agreement which existed at or before the date of termination.



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- 10.3 In the event the Agreement expires or terminates for any reason, Customer may request AMCS provide an electronic copy of the Customer Data in flat files, human readable format, without charge. If requested by Customer, AMCS can provide Customer with Professional Services to retrieve Customer Data in other formats at a scope and price to be agreed.
- 10.4 The following sections will survive any termination of the Agreement: 4 (Charges and Payment), 5 (Intellectual Property Rights), 6 (Data Processing, DPL and Customer Data), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Limitation of Liability), 11 (Force Majeure), 12 (Notices), 14.2 - 14.7 (Dispute Resolution), 16 (General), 17 (Entire Agreement), 18 (AMCS, Currency, Law, Jurisdiction and Venue) and 19 (Definitions). With respect to any Personal Data retained by a Party, the Data Processing Addendum shall continue to apply.

11 Force Majeure

- 11.1 Neither Party will have any liability to the other Party under the Agreement if it is prevented from, or delayed in, performing its obligations under the 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 the Agreement by giving ten (10) Business Days' written notice to the Delayed Party.
- 11.2 Notwithstanding anything to the contrary herein, AMCS shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to: (a) any failure or delay by Customer to comply with its obligations or perform its assigned tasks hereunder; (b) AMCS's reliance upon any Customer direction or any information provided or otherwise made available to AMCS by or on behalf of Customer or any Authorized User in performing the Services; or, (c) any act or omission of any Customer third-party vendor or other agent or representative (other than AMCS).

12 Notices

- 12.1 Normal communications between the Parties in respect of commercial matters will be conducted by email.
- 12.2 Any notice or other communication required to be given to a Party under or in connection with the Agreement (such as a notice of breach, termination notice or the like, but subject always to Section 12.4 below) will be in writing and may be provided by email or by post or by courier to the recipient's principal place of business as specified in a Proposal or such updated address that is notified by a Party to the other Party in accordance with this provision.
- 12.3 Any such notice or communication will be deemed to have been received: if delivered by email, two (2) hours after sending provided that the sender does not receive an automated message of non-delivery; or, for post or courier deliveries, 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.
- 12.4 For the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or mediation, will not be effective by e-mail unless service in such manner is required by the applicable court or procedural law.

13 Review of Usage

- 13.1 Customer shall monitor its own usage of the Services and if at any time the Services then in use by Customer (be it based on the number of users, the number of units in use and/or the Revenue and/or Tonnage processed within the AMCS Solution and/or the Services) exceeds that which Customer has then purchased Customer will promptly contact AMCS to seek a quotation for, and will purchase, the additional AMCS Solution(s) and Services required, each such purchase shall be for the Minimum Purchase Period.
- 13.2 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 the 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 the Agreement.
- 13.3 If AMCS discovers that Customer's use of the Services exceeds the level then purchased, AMCS shall invoice, and Customer will pay to AMCS, the underpaid Fees due to AMCS for such use for the Minimum Purchase Period.



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- 13.4 Where used in this Section 13: **“the underpaid Fees”** means AMCS' then current list price for the Service or product and, **“Minimum Purchase Period”** means either: the remainder of the Initial Term; or, the then applicable Extended Term; but in either case, the Minimum Purchase Period shall be not less than twelve (12) months.
- 13.5 The Services utilize automated systems that continually monitor its availability and usage.
- 13.6 If the performance, integrity, or security of the Services is adversely impacted or at risk of being compromised as a result of any act or omission by Customer or any of its Authorized Users in violation of the Agreement, AMCS may suspend access to the Services to the extent, and for so long as is, reasonably necessary to resolve the issue. In any such event, AMCS will promptly notify Customer of such suspension and the Parties will cooperate in good faith to resolve the issue and restore access as soon as reasonably practicable.

14 Dispute resolution

- 14.1 Any dispute or claim arising out of or in connection with the 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 appropriately authorized representatives of the Parties shall negotiate in good faith in an effort to resolve the dispute, with such resolution appropriately documented in writing; 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 in Sections 14.2 and 14.3 below.
- 14.2 On the written request of any Party, which request shall be in the form of written notice to the other Party (pursuant to Section 12.2 above), reasonably describing the issue(s) in dispute, the disputed matter(s) can be referred to an independent mediator, the identity of whom shall be agreed upon between the Parties acting reasonably. 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.
- 14.3 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, there is no resolution of the disputed matter(s), a Party may initiate litigation in accordance with Section 14.4. Notwithstanding the foregoing, a Party may initiate litigation at any time in accordance with Section 14.4 if the other Party, by clear indication, refuses to participate in the requested mediation.
- 14.4 A Party shall be entitled to initiate litigation solely over the subject matter of the dispute, and the responding Party may raise any defenses and counterclaims related thereto. Such litigation shall only be brought under the laws and in the venue indicated in Section 18 below. In the event of such litigation, each Party hereby submits to the jurisdiction of the courts in such venue and waives all objections to such jurisdiction and venue, including those related to inconvenience. Additionally, conflict of laws principles of the court are hereby waived.
- 14.5 The foregoing Sections in this Section 14 do not preclude a Party acting in good faith from seeking injunctive relief for a breach (or threatened breach) of the Agreement that is causing (or which foreseeably would result in) irreparable harm.
- 14.6 The prevailing Party in any dispute or lawsuit under this Section 14 is entitled to seek recovery of its court costs and reasonable attorneys' fees under the judgment rendered.
- 14.7 No action which arises from or relates to the Agreement, regardless of form or theory, may be brought by either Party against the other Party more than two (2) years after the date on which the cause of action accrued. A cause of action accrues on the date on which the Party bringing the action knew or reasonably should have known of the facts giving rise to the claim.

15 Assignment

- 15.1 AMCS may assign, novate or otherwise dispose of any or all of its rights and obligations under the 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.
- 15.2 Customer may not at any time assign, novate or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of AMCS, such consent not to be unreasonably delayed or withheld. AMCS shall have no obligation to recognize any purported successor or assignee of Customer without having first provided its written consent and may condition such consent upon receipt of conclusive written evidence of the nature and terms of such assignment, novation or other arrangement regarding its rights or obligations under the Agreement.



16 Government

16.1 Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the AMCS Soution and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this GToS and the Agreement will be prohibited except to the extent expressly permitted by the terms of this GToS and/or the Agreement.

17 General

17.1 The Parties are each independent contractors and nothing in this GToS 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.

17.2 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.

17.3 The failure of any Party to insist on the strict performance of any obligation of the other Party under the Agreement will not be a waiver of such Party's right to demand strict compliance therewith or with any other obligation in the future.

17.4 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.

17.5 AMCS may periodically modify these GToS, for example to reflect changes to applicable laws, to AMCS' terms, to the Services, etc. Customer should review these GToS regularly. AMCS will post notice of updated versions of these GToS 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 GToS after such revised GToS enters into effect, shall be conclusive evidence that Customer has reviewed and agreed to be bound by the revised GToS.

18 Entire Agreement

18.1 The 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.

18.2 Each Party acknowledges that in entering into the 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 the Agreement.

18.3 No alteration to or variation of the 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.

19 AMCS, Currency, Law and Jurisdiction

19.1 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 in the Country are:
USA	USD	AMCS GROUP INC. with its principal place of business at 179 Lincoln Street, Boston, MA 02111	Delaware law, with the courts of Delaware having jurisdiction
Canada	CAD	AMCS CANADA INC. with its registered office at 181 Bay Street, Suite 1800, Toronto, Ontario, Canada M5H 1A1	the laws of the Province of Ontario, with the courts of Ontario, Canada having jurisdiction



20 Definitions

20.1 The definitions and rules of interpretation in this Section 19 apply to these GToS, and unless described differently in any other document of the Agreement (for purposes of such document), they apply to all other documents forming the Agreement.

"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 GToS together with any associated Proposal and/or Work Order and/or Change Order, as well as all document(s) referenced therein;
"AMCS"	shall have the meaning specified in Section 18.1 above;
"AMCS Asset Maintenance Services"	technology that automates and provides reports around the real-time control and administration of vehicle fleets;
"AMCS Field Services Application"	technology that automates and provides reports around the real-time management and administration of assets;
"AMCS Platform™"	AMCS proprietary platform from which an AMCS Solution and/or Services may be made available;
"AMCS Solution"	the solution services, as is specified in a Proposal, which may include, without limitation: AMCS Asset Maintenance Services, AMCS Field Services, AMCS Platform™, Quentic Services, Telematics Services, Vision AI Services;
"AMCS Telematics Device"	the hardware product, together with all Firmware therein (in object code form only) and all related documentation (printed or electronic), data, and other materials provided therewith;
"Asset"	either: (a) the number of unique active assets monitored by the AMCS Solution; or (b) assets with AMCS technology on board in the preceding twelve (12) month period;
"Annual Subscription Fees"	the annual subscription fees payable by Customer to AMCS for the Services, as set out in a Proposal;
"Asset Maintenance Fees"	the fees payable by Customer to AMCS for AMCS Asset Maintenance Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Authorized User"	each employee or contractor of Customer authorized by Customer to access and use the Services by Customer in accordance with the Agreement (collectively the "Authorized Users");
"Business Day"	a day other than a Saturday, Sunday or public holiday in the Country when its banks are open for business;
"Change Order"	a written record relating to either Implementation Services or Professional Services that is signed by the Parties and varies the either a Proposal or a Work Order;
"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 GToS;
"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 Section 18.1 above;
"Customer"	the party (company or legal entity) entering into the Agreement either by its use of, or access to, the Services and/or signing a Proposal;
"Customer Data"	the data entered into the Services by or on behalf of Customer;



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“Device”	the number of unique mobile devices that have transmitted data to the AMCS Platform™ in the preceding three (3) calendar month period. For clarity, where a helper device is used in conjunction with the primary device, on the primary device will be included in the count;
“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”	any applicable privacy legislation, analogous to the European General Data Protection Regulation (EU 2016/679), including any amendments thereto;
“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;
“Feature Release”	any new version or major release of AMCS Solution, including any changes that (a) substantially increase the speed, efficiency, or ease of use of the AMCS Solution; or, (b) add additional capabilities to, or otherwise improve the functions of, the AMCS Solution;
“Fees”	a collective term for the Subscription Fees, the Professional Services Fees and any other fees due from Customer to AMCS, as is specified in a Proposal;
“Field Services Fees”	the fees payable by Customer to AMCS for AMCS Field Service Application, if purchased, which fees shall be charged at the rates specified in the Proposal;
“Hours of Coverage”	between the hours of 07:00 to 20:00 EST on a Business Day in the Country;
“Household”	the number of unique households managed from AMCS Platform™ in the preceding rolling twelve (12) month period;
“Implementation Services”	the implementation services described in the Proposal, Work Order and/or Change Order;
“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;
“Job”	the number of completed jobs through Customer's third-party freight carrier managed through the Subcon Portal in the preceding rolling 12 month period; where used: “Subcon Portal” is a module of the AMCS Platform™;



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"Maintenance Release"	a revised version or release of AMCS Solution that does not add new features or content but is provided to resolve bugs, improve performance resolve security issues and/or modify the then form of AMCS Solution without adding functionality;
"Module"	an optional item that is uniquely priced which can be turned on or off and will be turned on if stated within the Proposal to be included;
"Named User"	the named users based on the number of individual users permitted to use the applicable AMCS Solution, as is specified in a Proposal and requires that each named user has its own username and password, the sharing of usernames by more than one individual is not permitted;
"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;
"Quentic Services"	the right to use Quentic product(s) to facilitate Customer's management of its Environmental, Health, Safety and Quality and/or Environmental, Social, and Governance compliance;
"Quentic Fees"	the fees payable by Customer to AMCS for any Quentic Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Revenue"	the amount invoiced in the AMCS Platform™ by Customer in the past rolling twelve (12) months excluding Credit notes, Taxes, and internal transactions. Transactions will only be deemed 'internal' if (a) both issuing and receiving parties are using AMCS Platform™, and (b) the receiving parties are configured as internal customers using the 'Internal customer' identifiers within AMCS Platform™; where used: "Taxes" means sales taxes and any other taxes (including landfill taxes), based on the charges processed within the AMCS Platform™, that Customer is statutorily required to collect and/or remit to the appropriate tax authority under applicable legislation of the country in which Customer's invoice is issued;
"Scale"	the number of scale terminals active on the AMCS Platform™ that have transmitted data (in and out pair will be counted as one (1) scale terminal);
"Schedule"	any schedule referenced in the Agreement, each of which is incorporated into the Agreement by this reference;
"Services"	a collective term for AMCS' provision of the AMCS Platform™, AMCS Solution, Implementation Services, Professional Services, Support Services and such other services as are agreed between the Parties either in a Proposal, a Work Order or as otherwise agreed in writing signed by the Parties;
"Standard Contractual Clauses" or "SCC"	where required, the 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;
"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;



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"Telematics Fees"	the fees payable by Customer to AMCS for any Telematics Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Telematics Services"	the right to use the AMCS Telematics Device to collect data and to access, through a web-based portal, the performance metrics collected, and provided in accordance with the terms of use, as provided in the Proposal;
"Term"	the Initial Term and any Extended Term;
"Tonnage"	all tonnage managed through the AMCS Platform™ in the preceding rolling twelve (12) month period, excluding only internal transfers, including but is not limited to: Brokered Tonnage, Consignment Tonnage, Purchased Tonnage and Tolled Tonnage, where used: "Brokered Tonnage" means material in which ownership is transferred to Customer following collection/removal from a third party supplier location which remains in transit until delivered to Customer's third party purchaser. For clarity such material never physically arrives at a Customer controlled location; "Consignment Tonnage" means material in which ownership is retained by a third party supplier but such material is stored at a Customer controlled location until sold by such third party; "Purchased Tonnage" means material in which ownership is transferred to Customer upon acceptance of the material at a Customer controlled location; and "Tolled Tonnage" means material in which ownership is retained by Customer, but the material is not held at a Customer controlled location, instead it is held by a third party processor (and fees are paid to processor by Customer for such processing services);
"Transaction"	the number of unique transactions undertaken by Customer;
"Unit of Measurement"	as specified in the Proposal which may be: Module, Named User, Revenue, Tonnage, Weighbridge or such other measurement of Customer's usage of the applicable AMCS Solution;
"User Password"	any encryption key(s), certificate(s), password(s), access code(s), user ID(s) or other login information provided to or used by Customer to enable Authorized Users to access and use the Services and the Documentation in accordance with the Agreement;
"Vehicle"	based on the data provided within the AMCS Solution, the number of unique vehicles used for planning or operationally in preceding three (3) calendar month period: (a) more than once; plus, (b) five percent (5%) of vehicles used only once;
"Virus"	anything or any device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
"Vision AI Fees"	the fees payable by Customer to AMCS for Vision AI Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Vision AI Services"	hardware and software technology that leverages advanced AI machine learning and cameras to detect images within a continuous video of service events;
"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.

20.2 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. Unless specifically identified otherwise, all references to sections, clauses and schedules herein, are to the sections, clauses and schedules of these



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GToS. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

20.3 If there is an inconsistency between any of the provisions in these GToS 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.

Table with 2 columns: Priority Code, Description. Rows include P1 (Critical), P2 (High), and P3 (Moderate) with detailed descriptions of each priority level.

- 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 7.4: **"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 the 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



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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 within the control of Customer 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 the 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. Professional Services are provided to implement the pre-existing features and functions of AMCS software and, unless expressly agreed otherwise in writing signed by the Parties, do not include any customization or development activity that impacts any of the features, benefits or source code of the AMCS software. To the extent that Professional Services for Implementation Services are included in the Proposal then, by accepting such Proposal, Customer agrees to purchase such Professional Services on the terms of this Schedule. Customer may purchase additional Professional Services from AMCS during the Term. AMCS reserve the right to outsource Professional Services.
2. Unless expressly included in a Proposal or Work Order, Professional Services for the implementation and/or installation of AMCS software is not included. If implementation and/or installation are requested by Customer, it will be provided as Professional Services on a time and material basis and be subject to the Parties' conclusion of a Proposal or Work Order.
3. Any Customer requests for Professional Services shall be made to AMCS in writing (which may include email) and shall include such information as might be reasonably 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, which shall include 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. Unless expressly agreed in writing, signed by the Parties, Professional Services will not include any customization of the AMCS Platform nor any development activity that impacts any of the features, benefits or source code of the AMCS Platform. The Professional Services Fees are quoted, and 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; and, (iii) exceptions to AMCS' best practices will be limited to the extent necessary to comply with applicable government or regulatory requirements.
5. **AMCS Platform Outputs:** The AMCS Platform includes: (i) 'out of the box' printable outputs for a range of document types including: invoice, statement, payment receipt, credit note, roll-off ticket & scale ticket, examples of which can be reviewed upon request; (ii) a catalogue of standard reports to meet Customer's business needs (a list of the most recent report catalogue is available at: https://www.amcsgroup.com/media/vjujocc3/220630_standard-report-catalogue.pdf. A more detailed catalogue of the standard reports available is available upon request). The Professional Services estimate provided is based on the assumption that Customer will use one of each of the 'out-of-the-box' printed outputs (for example: invoice, statement, payment receipt, credit note, roll-off ticket, scale ticket) each with Customer's logo added.
6. In any Proposal or Work Order the Professional Fees: (i) if any, are an estimate which will apply only to the scope of the work as described; (ii) will be charged at the rates specified therein; and, (iii) are quoted on the premise that Customer will adapt Customer's existing processes to align with best practices and process flows of the AMCS Platform.
7. **Training:** Unless otherwise agreed in writing signed by the Parties, Training is provided by a digital training curriculum, through the AMCS Academy and webinars. Training will provided based on a 'Train the Trainer' model, where Customer will be responsible for training its end users. Any requests for additional training, after execution of the Proposal or Work Order, will be dealt with as a Change Request, for which additional charges will be applied.
8. **Data Conversion:**
 - 8.1 Any Professional Fees estimate is based on the following: (i) conversion of data will be limited to a single database or set of data; (ii) if additional databases are to be converted, this will be handled as a Change Request, for which additional charges will be applied; (iii) it is the Customer's responsibility to ensure that the data is available in a usable format; (iv) accounts receivable and service history will not be included in any data conversion; (v) the mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer; and, (vi) the assumption that one (1) test iteration and one (1) final iteration will be required



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- 8.2 The Parties recognize that if the data is not of suitable quality, additional conversion passes will be required increasing effort and costs. Data cleansing, if required, is solely the responsibility of the Customer. Should additional iterations be required due to data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor or any other variation to the data conversion statement contained in the Proposal or Work Order will be dealt with as a Change Request, for which additional charges will be applied.
- 8.3 **Data Entry/Data Migration:** The following sets out the data handling requirements, depending on the method of data entry or data migration specified in the Proposal or Work Order:
- A. **Manual Data Entry (Hand Keying):**
 - a. Customer is responsible for hand-keying of data, based on training & guidance provided by AMCS.
 - b. Customer shall hand key final balances into customer records in preparation for Go-Live using the Platform Adjustment option.
 - c. Customer is solely responsible for the scheduling and management of the hand-keying of data to meet project timelines.
 - B. **Data Migration:**
 - a. Professional Services project estimates are based on the assumption that three (3) test data migration iteration and one (1) final data migration iteration will be required. Any additional iterations required due to issues with data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor, additional budget will be required
 - b. Data validation and cleansing are solely the responsibility of the Customer.
 - c. Conversion of data is limited to a single database or a single set of data. If additional databases are to be converted, this will be handled as a Change Request for which additional charges will be applied.
 - d. Accounts Receivable and Service History will not be included in the data migration.
 - e. Project estimates are premised on the assumption that data in the source system is of good quality.
 - f. It is the Customer's responsibility to test and validate migrated data after each data migration iteration.
 - g. It is the Customer's responsibility to ensure that the data is available in a usable format.
 - h. The mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer.
 - i. Only data in the AMCS data scope will be migrated.
 - j. For new AMCS Customers: It is the Customer's responsibility to ensure that the data is available in a usable format prescribed by AMCS.
 - k. For existing AMCS Customers, converting to AMCS Platform: It is Customer's responsibility to extract and supply data from the source system in an AMCS prescribed format using scripts provided by AMCS. Customer to undertake data cleansing, if required, in the source system in advance of the data extraction.
9. **AMCS Pay:** Unless expressly stated otherwise, Professional Services associated with AMCS Pay assumes a single (1) merchant account in AMCS Platform. Data conversion of stored credit cards or electronic payment data is not included in any implementation estimates within the Proposal or Work Order. If additional Professional Services are required (for example, but not limited to: multiple merchant accounts, data conversion, etc.) such request(s) will be dealt with as a Change Request, for which additional charges will be applied.
10. **Go Live:** AMCS' implementation cost estimates are based on a single go live event. If multiple go live events are required during the project, this will be dealt with as a Change Request, for which additional charges will be applied.
11. **Acceptance:**
12. During the implementation phase of each engagement, whether under the Proposal, a Work Order or Change Order, or otherwise, there will be key points where Customer is required to acknowledge completion of tasks/actions, whether by either Customer or AMCS. Unless Customer notifies AMCS in writing that it objects to/rejects any task/action, within ten (10) days of receiving notification from AMCS that the task/action is completed, then Customer is deemed to have accepted such task/action and AMCS will move to the next phase in the engagement.
13. **User Acceptance Testing:** User Acceptance Testing is the responsibility of Customer and is a critical component of the implementation project, ensuring that users are confident in using the system helping to minimize issues at go-live. Customer will have ten (10) business days from its receipt of each deliverable, to test and evaluate whether the



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- deliverable meets the applicable specifications and any other agreed requirement(s). Unless Customer rejects any deliverable in writing, providing a detailed description of the reason(s) for such rejection, within such ten (10) business day period, the applicable deliverable shall be deemed accepted.
14. 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. Should Customer fail to provide such resources then additional effort will be required from AMCS, which will increase the Professional Services required and so, Professional Services Fees.
 15. **Change Request Process:** 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) business 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 the 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, for which additional charges will be applied.
 16. AMCS will use reasonable efforts to carry out the Professional Services which are provided on a time and materials basis and 'as is'.
 17. Professional Services within a Proposal or a Work Order are an estimate, actual costs may vary. AMCS shall invoice Professional Services monthly in arrears, on an 'as incurred' basis. Professional Services are unrelated to Customer's obligation to remit Annual Subscription Fees (which are for Customer's use of the AMCS Platform and receipt of support) and so your payment of such fees are unrelated to, and shall not be contingent upon, delivery of Professional Services.
 18. 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 the Agreement by AMCS.
 19. Professional Services are provided remotely, during the local office hours of the assigned AMCS employee.
 20. Where appropriate, either Party may request on-site Professional Services which shall be agreed by the Parties in a Change Request, for which additional charges will be applied. Such on-site Professional Services are provided between 9:00am and 5:00pm at Customer's site, excluding weekends and public holidays ("**local hours**"). If Customer requires Professional Services at Customer's site, travel time will be charged at 50% of the hourly rate. If work or travel is undertaken at Customer's request outside of local hours, whether on-site or remotely, Customer will be invoiced at one point five (1.5) times the standard Professional Services hourly rate. Work performed or travel required at weekends or during public holidays will be invoiced at two (2) times the standard Professional Services hourly rate.
 21. Any changes to, postponement or cancellation of, Professional Services shall be subject to Customer providing not less than ten (10) days prior written notice to AMCS (which may be by email). If less than ten (10) days notice is provided, AMCS shall be entitled to recover it's the full personnel costs of the scheduled Professional Services, as well as any non-cancellable travel expenses.



**SCHEDULE 3
DATA PROCESSING ADDENDUM**

- 1 Definitions:**
- “Addendum”** this Data Processing Addendum.
- “AMCS Companies”** means Advanced Manufacturing Control Systems Limited and any business entity more than fifty percent (50%) owned by Advanced Manufacturing Control Systems Limited (including AMCS Group Inc., and AMCS Canada Inc.);
- “Data Controller”** the Party that decides the purposes and methods of processing Personal Data.
- “Data Processor”** a Party which processes personal data on behalf of Data Controller.
- “Data Subject”** a living person who can be identified from Personal Data.
- “Data Protection Legislation”** has the meaning set out in the GToS and includes, as applicable, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 (collectively, as applicable, “**CCPA/CPRA**”), the United States’ Gramm-Leach-Bliley Act (“**GLBA**”), the Personal Information Protection and Electronics Document Act, of Canada (“**PIPEDA**”) and such other national, state and provincial laws as and when applicable, as they are amended and replaced.
- “Personal Data”** any information processed by AMCS under the Agreement concerning or relating to a living person from which such person could be, directly or indirectly, either identified or identifiable or is otherwise protected under Data Protection Legislation.
- “process” or “processing”** any operation or set of operations performed on Personal Data including storing, collecting, retrieving, using, combining, erasing and destroying Personal Data, as may be defined and described under Data Protection Legislation, and can involve automated or manual operations.
- “Purposes”** means those listed in Annex 1 below.
- “Services”** has the meaning set out in the GToS.
- “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 This Addendum constitutes an addendum to the Agreement in accordance with its terms and forms a part of it. All provisions of the Agreement shall remain in full force and effect except to the extent they may conflict herewith with respect to the processing of Personal Data. This Addendum shall remain in effect for so long as the Agreement remains in effect or AMCS or any subprocessor retains any Personal Data.
- 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 authorizes AMCS to process Personal Data to provide the Services in accordance with this Addendum 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:



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- 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 applicable laws to process such Personal Data for other purposes, promptly notify Customer of such other purposes before performing the processing unless such applicable laws prohibit Data 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 jurisdiction 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 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 CCPA/CPRA

- 4.1 Notwithstanding any similar or conflicting provision herein, this Section 4 shall apply to any Personal Data that is governed by CCPA/CPRA.
- 4.2 Customer represents and warrants to AMCS that any Personal Data disclosed by or on behalf of Customer hereunder is provided solely for the Purposes, each of which is a "Business Purpose" (as defined under CCPA/CPRA).
- 4.3 AMCS certifies, pursuant to Section 1798.140(d)(1) of the CCPA/CPRA, that AMCS shall: (i) only retain, use and disclose Personal Data for the Purposes and not for any other commercial purpose or otherwise outside the relationship between AMCS and Customer; (ii) not sell or share Personal Data in violation of CCPA/CPRA; (iii) only combine personal information obtained from Customer pursuant to CCPA/CPRA and its regulations; (iv) otherwise comply with its obligations under CCPA/CPRA; and (v) promptly notify Customer if it can no longer comply with its obligations under CCPA/CPRA.



4.4 AMCS acknowledges and agrees that Customer shall have the right to take reasonable and appropriate steps to (i) ensure that AMCS processes the Personal Data in a manner consistent with Customer's obligations under CCPA/CPRA, and (ii) stop and remediate unauthorized processing of Personal Data. Customer shall promptly inform AMCS of any consumer request made pursuant to CCPA/CPRA that AMCS must comply with, and Customer will provide the information necessary for AMCS to comply with such request.

5 **GDPR**

5.1 Notwithstanding any similar or conflicting provision herein, this Section 5 shall apply to any Personal Data that is governed by GDPR.

5.2 Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Legislation. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Customer and AMCS in connection with the Purposes complies with Data Protection Legislation. If any transfer of Personal Data between Customer and AMCS requires execution of the European Commission's Standard Contract Clauses ("SCCs") in order to comply with Data Protection Legislation, Customer, as controller and data exporter, and AMCS, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs in such case.

6 **Appropriate Safeguards**

6.1 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.

6.2 Where Customer provides consent pursuant to Section 6.1 of this DPA, 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 Section 3.4, Section 4 and Section 5, as applicable.

6.3 As between Customer and AMCS, AMCS shall remain fully liable for all acts or omissions of any Third-Party Processor appointed pursuant to this Section 6.

6.4 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.

7 **Miscellaneous**

7.1 **Customer Affiliates.** The terms of this DPA shall apply equally to any Personal Data processed by or on behalf of AMCS for any Customer Affiliate. Customer is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Customer affiliate and shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by its Affiliates receiving Services under the Agreement are deemed acts and omissions of Customer.

7.2 **Customer Obligations.** If Customer directs AMCS to provide Personal Data to any of Customer's other vendors or its representative (other than AMCS), Customer shall be responsible for the acts and omissions of such vendor or representative with respect thereto. Customer shall be responsible for maintaining all rights (including the lawful legal basis), obtaining all consents and providing all notices, in each case, required for AMCS to process Personal Data for the Purposes. Customer remains responsible for ensuring that its retention, use, disclosure or other processing of Personal Data complies with its policies and practices and the laws applicable thereto.

7.3 **Enforcement.** This DPA shall be deemed incorporated into and a part of the Agreement. This DPA, together with the Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. All claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.



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 Personal Data on behalf of Customer using AMCS developed or licensed applications.

1.2.2 **Services Delivery:** AMCS may process Personal Data in the facilitation and provision of Services and Software Support, and otherwise for purposes of complying with any of its obligations and asserting any of its rights under the Agreement, evidencing its performance of Services under the Agreement, complying with applicable law, and complying with any other instruction provided by or on behalf of Customer ("**Purposes**"). Personal Data may also be anonymized, deidentified or encrypted in compliance with applicable law, and it may be utilized in such form for the Purposes. During the delivery of AMCS solutions Services to Customer, it may be necessary to process data on behalf of Customer, which could include:

- 1.2.2.1 migration of data to an AMCS Solution database. This could be from one of Customer's database(s) to another. Such database may be located either in the Cloud or on the Customer's premises.
- 1.2.2.2 testing of the Services 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 Readiness sign off.
- 1.2.2.5 improvement of Services.

1.2.3 **Software Support:** In order for AMCS to deliver software Support Services, there will be occasions when AMCS will require access to, and may process, Personal Data in order to satisfactorily resolve issues that arise. Support 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 Credit and/or Debit Card Details
- 2.7 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 Group Companies**
- 4.2 **Quentic Group Companies** (part of the AMCS Group)
- 4.3 **iLand** - global cloud service provider
- 4.4 **Microsoft Azure** - global cloud service provider
- 4.5 **DSRC (UK) Limited and Data Software Research Company Private Limited** (India) - software development services
- 4.6 **Geotab** (Canada) – vendor of computerized information services
- 4.7 **Edge R&D, LLC** (USA) – professional services consultant
- 4.8 **Dariusz Siwek Logistics** (Poland) - software support and development services