

AutoStore Products and Services Terms

GENERAL TERMS AND CONDITIONS FOR AUTOSTORE SOFTWARE

1 THE PRODUCTS AND SERVICES TERMS AND THE AGREEMENT

- 1.1 These terms (the "**General Software Terms**"), together with the commercial agreement or other arrangement (if any) under which AutoStore has agreed to provide You with access to the AutoStore Software (the "**AutoStore Agreement**") and any other terms applicable to Your AutoStore Products and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore. Capitalized terms and expressions used in these General Software Terms shall have the meaning as defined below, including as set out in Clause 16.
- 1.2 These General Software Terms apply to the software Products and Services provided by AutoStore ("**AutoStore Software**").
- 1.3 Additional Products and Services Terms may apply to the AutoStore Software or specific features therein used by You, which will in such cases be made available by AutoStore. In the event of conflict or inconsistencies between these General Software Terms and the Products and Services Terms specific to a particular AutoStore Software, the latter shall prevail.
- 1.4 The General Software Terms govern Your use of AutoStore's Software however they were acquired or accessed, including without limitation directly from AutoStore, through an AutoStore Partner, authorized distributor, reseller, online app store or other marketplace. The General Software Terms do not govern any maintenance or support services, and does not give you the right to receive any such services from AutoStore.
- 1.5 If You do not agree to these General Software Terms, You should not start using the AutoStore Software. If you do not agree, you do not have the right to access or use the AutoStore Software.

2 LICENSE TO USE THE AUTOSTORE SOFTWARE

- 2.1 Subject (i) Your continued compliance with the terms of the Agreement and, where applicable, Your Partner Agreement; and (ii) the timely payment of the applicable license fees, AutoStore hereby grants to You a non-exclusive, non-transferable, non-sublicensable limited right to install, subscribe to and/or access (as the case may be) and use the AutoStore Software, in the version made available to You by AutoStore or by an AutoStore Partner
 - (a) solely for Your internal business purposes, unless otherwise separately agreed in a written agreement with AutoStore;
 - (b) for the purpose of implementing, configuring, monitoring or using an AutoStore System;
 - (c) in accordance with the AutoStore Documentation provided for the AutoStore Software; and
 - (d) solely within the usage capacity, number of permitted terminals and/or number of users agreed with AutoStore or an AutoStore Partner.
- 2.2 Limitations with respect to e.g. the duration, capacity, number of users, installations or sites applicable to Your license pursuant to Clause 2.1, as well as the fees payable by You in respect thereof, are set out in Your Partner Agreement or, where applicable, the AutoStore Agreement. Additional limitations or conditions may be set out in the Product and Services Terms specific to Your AutoStore Software.

- 2.3 Your right to use the AutoStore Software will cease upon the earlier of (i) the expiration, termination or suspension of Your Partner Agreement (where applicable) or the Agreement; or (ii) the expiration, termination or suspension of Your rights pursuant to the AutoStore Agreement.
- 2.4 Licensing terms deviating from those set out above in this Clause 2 may apply to certain AutoStore Software if and only to the extent included in Products and Services Terms specific for the AutoStore Software expressed to deviate from these General Software Terms.
- 2.5 Some AutoStore Software includes features or functionality involving the extraction of Data directly or indirectly from your AutoStore System, in which case the Products and Services Terms for AutoStore's Data Enabled Features will apply in addition to these General Software Terms.

3 SAAS-SERVICE

- 3.1 The AutoStore Software may be provided to You in the form of access to the AutoStore Software through the internet as-a-service' ("**SaaS**").
- 3.2 Access to the SaaS AutoStore Software will be provided through cloud infrastructure as described in AutoStore Documentation and as amended by AutoStore from time. Additional Products and Services Terms concerning Your subscription to the SaaS delivery of the AutoStore Software may apply, and will in such cases be made available for the AutoStore Software by AutoStore or Your AutoStore Partner.
- 3.3 The Parties agrees that the infrastructure services provided by AutoStore in order to make the AutoStore Software available to You as a SaaS are not intended to provide You with data storage or hosting capabilities. The infrastructure made available by AutoStore is solely intended to enable You to access and use the AutoStore Software. AutoStore may define limitations on usage capacity, storage and performance to a level AutoStore deems necessary in the Products and Services Terms for Your use of the AutoStore Software. Infrastructure services may be provided by third parties, which may be subject to replacement from time to time.

4 YOUR USE OF THE AUTOSTORE SOFTWARE

- 4.1 You may not, directly or indirectly:
 - (a) use the AutoStore Software or any parts thereof for any other purpose than set out in Clause 2.1;
 - (b) use the AutoStore Software beyond the scope of the license and/or capacity purchased;
 - (c) alter, modify, translate, copy, reproduce or create or prepare derivative works of the AutoStore Software or any parts thereof, or make any attempt to do so;
 - (d) decompile, disassemble, translate, or otherwise reverse engineer the AutoStore Software or any parts thereof;
 - (e) allow unauthorized persons to access or use Your account to the AutoStore Software, unless upon AutoStore's written consent;
 - (f) transfer, resell, sublicense or assign the right to use the AutoStore Software or an interest in them to another individual or entity without AutoStore's written consent;
 - (g) attempt to gain unauthorized access to any portion or feature of the AutoStore Software, or any other systems or networks connected to the AutoStore

Software, by hacking, password "mining" or any other illegitimate means;

- (h) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the AutoStore Software, in whole or in part;
- (i) "frame" or "mirror" the AutoStore Software or any portion of it on any other server or device then prescribed by AutoStore or an AutoStore Partner without the prior written consent of AutoStore;
- (j) Use the AutoStore Software to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or Intellectual Property Rights;
- (k) use the AutoStore Software: (i) in a manner that violates any local, national, foreign or international law; or (ii) to interfere with or disrupt the AutoStore Software; or
- (l) use the AutoStore name, trademark or logo without a license thereto from AutoStore.
- (m) You are solely responsible for protecting Your own account password and account information. You shall keep accounts and authentication credentials providing access to AutoStore Software secure and confidential. You must notify AutoStore without undue delay about any misuse of your accounts or authentication credentials or of any security incident You become aware of.

5 MONITORING AND ENFORCEMENT

- 5.1 AutoStore shall have the right to verify compliance with the terms of the Agreement and license limitations pursuant to Clause 2.2, through reasonable audits, monitoring of Your use of the AutoStore Software and other appropriate technical measures.
- 5.2 You acknowledge that AutoStore may, from time to time and depending on the means of monitoring available with respect to each AutoStore Software;
 - (a) monitor and audit Your use of the AutoStore Software, including the number of users having access to the AutoStore Software, etc.;
 - (b) monitor and investigate any violations of the terms set out in Article 4.1 or other misuse of the AutoStore Software; and
 - (c) monitor, investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity.
- 5.3 AutoStore may remove, disable access to or modify any material or resource that AutoStore believes violates the Agreement.
- 5.4 AutoStore may report any activity that it suspects violates applicable law or regulations to appropriate authorities. Nothing in this Agreement shall limit in any way AutoStore's rights and remedies at law or in equity that may otherwise be available.
- 5.5 You undertake to provide AutoStore with necessary access to the Your premises, Data, personnel and computer systems necessary to audit, monitor and enforce its rights under this Agreement. AutoStore may use third party vendors to this effect.

6 UPDATES

- 6.1 AutoStore and its licensors have no obligation to provide updates, bug fixes or error correction under these General Software Terms.
- 6.2 Any bug fixes or error correction to the AutoStore Software, and updates and upgrades to the AutoStore Software installed under Your AutoStore Agreement or a Partner Agreement, shall be deemed and shall constitute part of the AutoStore Software and shall be subject to the terms of the Agreement.

7 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

- 7.1 The AutoStore Software may contain third party Intellectual Property Rights such as open source licensed software components. You shall not hold AutoStore responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party Intellectual Property Rights.
- 7.2 You agree to comply with any applicable third party terms that have been made available to you when using the AutoStore Software.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 AutoStore and its licensors and suppliers retain all rights to intellectual and intangible property relating to the AutoStore Software, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other Intellectual Property Rights therein unless otherwise indicated.
- 8.2 With the sole exception of the license granted pursuant to Clause 2 above, nothing in the Agreement shall be construed to transfer or license any Intellectual Property Rights from AutoStore, or any of its licensors or suppliers to You or any third party.
- 8.3 You acknowledge that any and all Intellectual Property Rights to the AutoStore System, the AutoStore Software and any AutoStore Documentation or other materials that You are given access to by AutoStore, including any amendments, modifications, changes or improvements made thereto, shall be the sole and exclusive property of AutoStore, or its licensors or suppliers (as the case may be). To the extent You provide any suggestions or comments related to the AutoStore Software, AutoStore shall have the right to retain and use any such suggestions or comments in current or future AutoStore Software or services, without your approval or compensation to You.
- 8.4 If a third party asserts to You that the AutoStore Software or the AutoStore System infringes any third party Intellectual Property Rights, then You agree to inform AutoStore in writing as soon as possible. AutoStore, or whoever AutoStore appoints, shall deal with the claim at its own expense. You shall, to a reasonable extent, assist AutoStore in the defence of such third party claim.

9 SECURITY, PRIVACY AND DATA PROTECTION

- 9.1 Depending on the delivery model for the AutoStore Software, AutoStore may collect and use certain personal data concerning the AutoStore Products and Services' users in order to provide the AutoStore Software. Further information on how AutoStore processes personal data may be found in AutoStore's privacy policy, available at <https://autostoresystem.com/privacy-policy/>.
- 9.2 Additional privacy and security details may be set out in the Products and Services Terms and, where applicable, a Data Processing Agreement between You and AutoStore.

10 CHANGES TO THE GENERAL SOFTWARE TERMS

- 10.1 AutoStore may make any change to these General Software Terms or other Products and Services Terms deemed necessary and/or appropriate by AutoStore. Amendments will be made available to You by AutoStore or Your AutoStore Partner.
- 10.2 Changes as set out in Clause 10.1 will take effect (i) for new AutoStore Product and Service purchases; as of the date made available by AutoStore; and (ii) for already purchased Products and Services; as of the earlier of (a) the date of Your next order, renewal, upgrade or update for the products or services in question; or (b) the date falling six (6) months after

You have received notification of the updates to the applicable terms.

- 10.3 Depending on the applicable version or delivery model of the AutoStore Software used by You, AutoStore may notify and make available any amendments made to the General Software Terms through the user interface of the AutoStore Software.

11 DURATION, SUSPENSION AND TERMINATION

- 11.1 These General Software Terms will be effective upon Your first installation or use of the AutoStore Software.
- 11.2 The General Software Terms will remain in force for the duration of your license or subscription term pursuant to the AutoStore Agreement or Partner Agreement (as applicable), unless and until terminated in accordance with the terms thereof. Further, AutoStore may terminate these terms with immediate effect, if: (a) You have breached any provision of the General Software Terms, the AutoStore Agreement or the Partner Agreement; (b) AutoStore is required to do so by law; or (c) if You refuse to accept any amendments implemented in accordance with Clause 10.
- 11.3 AutoStore may also suspend Your access to AutoStore Software which is not perpetual and irrevocable if AutoStore has a reasonable suspicion of Your breach of the General Software Terms, the AutoStore Agreement or the Partner Agreement. Suspensions shall be temporary, and only remain in effect until AutoStore has been given reasonable time to investigate the grounds for its reasonable suspicions.

12 CONDITIONS AND DISCLAIMER OF WARRANTIES

- 12.1 To the extent not prohibited by applicable law, and subject to the terms which may be set forth in the AutoStore Agreement or Partner Agreement (where applicable):
- a) AUTOSTORE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE AUTOSTORE SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE.
- b) AUTOSTORE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE AUTOSTORE SOFTWARE OR THE RESULTS YOU MAY OBTAIN BY USING THE AUTOSTORE SOFTWARE OR THAT THE AUTOSTORE SOFTWARE WILL BE ERROR-FREE OR THAT IT IS COMPLETELY SECURE.
- c) AUTOSTORE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY THE AUTOSTORE PRODUCTS AND SERVICES TERMS, OR BY A PARTNER AGREEMENT, THE AUTOSTORE SOFTWARE IS PROVIDED TO YOU ON AN "AS IS" BASIS.
- d) IN NO EVENT SHALL AUTOSTORE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THE USE OF THE AUTOSTORE SOFTWARE OR ANY DATA DERIVED THEREFROM.

13 CONFIDENTIALITY

- 13.1 You or AutoStore (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**") in connection with the performance and receipt of AutoStore's Products and Services, including AutoStore Software, under the Agreement.
- 13.2 The Receiving Party will ensure that Confidential Information from the Disclosing Party is held strictly confidential, and that such Confidential Information is not shared or disclosed to unauthorized third parties.
- 13.3 The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Agreement and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Agreement.
- 13.4 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. AutoStore may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving AutoStore, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information.

14 INDEMNIFICATION

- 14.1 You will indemnify and hold harmless (and, at AutoStore's request, defend) AutoStore against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by reason of any claim, suit or proceeding ("**Claim**") arising out of or relating to (i) Your Data; (ii) Your use of the AutoStore Products and Services; and (iii) Your breach of the Agreement, including a Claim that asserts or purports to be based on AutoStore negligence.

15 APPLICABLE LAW AND VENUE

- 15.1 The provisions on applicable law and legal venue which may be set out in Your AutoStore Agreement shall apply also with respect to these General Software Terms. Unless otherwise set out in an AutoStore Agreement, this Agreement and the Parties' rights and obligations hereunder shall be governed by Norwegian law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Oslo, Norway, in accordance with the Norwegian Arbitration Act of 2004.

16 DEFINITIONS

- All capitalized terms not otherwise defined in the above shall have the following meaning:
- 16.1 "**Agreement**" means the terms and conditions of the AutoStore Agreement (where applicable), the Products and Services Terms and all documents referenced therein.

- 16.2 **"AutoStore Partner"** means an entity authorized by AutoStore to distribute the AutoStore System and AutoStore Products and Services and which may or may not be engaged by You to provide Your AutoStore System installation and/or AutoStore Products and Services, as published on <https://autostoresystem.com/partners/> from time to time.
- 16.3 **"AutoStore Documentation"** means any official AutoStore documentation and user manuals as provided by AutoStore or an AutoStore Partner, as amended from time to time, containing functional and non-functional descriptions of the AutoStore System or Products and Services and their use.
- 16.4 **"AutoStore System"** means AutoStore's unique systems for warehouse storage and handling, registered under the brand name AutoStore, consisting of different modules as further defined in the AutoStore Agreement or Partner Agreement (as applicable).
- 16.5 **"Confidential Information"** means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (ii) designated by the Disclosing Party in the writing as confidential. Confidential Information with respect to AutoStore also includes all information of AutoStore's employees, AutoStore Software, AutoStore's Products and Services, customers, beneficiaries, sub-contractors, manufacturing methods and other third parties conducting business with AutoStore, the content of the Agreement, product plans, technology and other technical information about the AutoStore Products and Services, AutoStore System and other AutoStore materials.
- Nonetheless, Confidential Information does not include (a) any information that (a) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (c) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (d) was independently developed by the Receiving Party; (e) any Data that You send to, or allow to be accessed by, a third party through a Software; or (f) any feedback to AutoStore.
- 16.6 **"Data"** refers to all data, information, databases and other content of any type, in any electronic format, medium or form, including metadata, user data, personal data and other information of a similar nature whether personally identifiable or not, whether structured or not.
- 16.7 **"Data Processing Agreement"** means an agreement governing AutoStore's processing of personal data on behalf of the Customer.
- 16.8 **"Intellectual Property Rights"** means all rights of industrial or intellectual property including, inter alia rights to, (i) patents, processes inventions, manufacture methods, techniques, methods and technology (whether patentable or not), all other rights to inventions, ideas, concepts; (ii) know-how, trade secrets, business models, rights in goodwill and other Confidential Information; (iii) copyrights and other authors' rights (e.g. in computer software, code and documentation), design rights, models, drawings database rights and technical information of all kinds; (iv) trademarks, trade names, service marks, trade-, business- and domain names, logos; and (v) other rights of a similar kind whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 16.9 **"Partner Agreement"** refers to an agreement entered into between You and an AutoStore Partner regarding the purchase of AutoStore System installation and/or AutoStore's Products and Services, where applicable.
- 16.10 **"Products and Services"** means any of the AutoStore products or services identified in the Products and Services Terms, such as AutoStore Software, AutoStore Fulfilment Platform and other web-based services.
- 16.11 **"Products and Services Terms"** means the document that provides information and additional terms relating to Products and Services.
- 16.12 **"You"** and **"Your"** refer to the individual or entity that has agreed to use the AutoStore Software in accordance with the Agreement, as identified in the AutoStore Agreement or Partner Agreement (as applicable).

TERMS AND CONDITIONS FOR THE CUBE CONTROL SOFTWARE

1 THE PRODUCTS AND SERVICES TERMS AND THE AGREEMENT

- 1.1 These terms (the "**Cube Control Software Terms**"), together with the AutoStore Agreement (if applicable), the General Software Terms and any other terms applicable to Your AutoStore Products and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore. Capitalized terms and expressions used in these Cube Control Software Terms shall have the meaning given to them in the General Software Terms and as defined below.
- 1.2 These Cube Control Software Terms apply to the 'Cube Control' software provided by AutoStore which is used to control and operate your AutoStore System (the "**Cube Control Software**") where You have received access to the Cube Control Software in connection with a purchase of a AutoStore System in whole. If You are renting the relevant parts of Your AutoStore System incorporating the Cube Control Software, only the General Software Terms shall apply. The Cube Control Software is described in further detail in the applicable AutoStore Documentation.
- 1.3 These Cube Control Software Terms apply in addition to and in conjunction with the General Software Terms. The General Software Terms shall apply to Your use of the Cube Control Software subject to the deviations reflected herein.
- 1.4 In the event of conflict or inconsistencies between the General Software Terms and these Cube Control Software Terms as it relates to the Cube Control Software, the latter shall prevail.

2 LICENSE TO USE THE CUBE CONTROL SOFTWARE

- 2.1 Subject to Your timely payment for Your AutoStore System, AutoStore hereby grants to You a non-exclusive, non-transferable and non-sublicensable (with the exceptions set out in Clause Error: Reference source not found) and royalty-free right to install, access and use the Cube Control Software in the version made available to You by AutoStore or by an AutoStore Partner in connection with the installation of Your AutoStore System
 - (e) solely for Your internal business purposes, unless otherwise separately agreed in a written agreement with AutoStore;
 - (f) for the purpose of implementing, configuring, monitoring or using Your AutoStore System;
 - (g) in accordance with the AutoStore Documentation provided for the Cube Control Software; and
 - (h) solely within the usage capacity, number of permitted terminals, sites and/or number of users agreed (if any) with AutoStore or an AutoStore Partner.
- 2.2 Other limitations with respect to e.g. the capacity, number of users, installations or sites applicable to

Your license pursuant to Clause 2.1 (if any) are set out in Your Partner Agreement or, where applicable, the AutoStore Agreement.

- 2.3 Your right to use the Cube Control Software will cease upon the earlier of (i) the decommissioning of Your AutoStore System; or (ii) the expiration, termination or suspension of Your rights pursuant to the Agreement.
- 2.4 The Cube Control Software utilizes AutoStore's Data Enabled Features (see separate terms).

3 YOUR USE OF THE AUTOSTORE SOFTWARE

- 3.1 You may transfer Your license to the Cube Control Software to Your successor in connection with a merger, divestment or sale of all or substantially all of Your business, shares or assets to the extent such process results in a change in the direct or indirect ownership of Your AutoStore System; or (ii) transferring the license together with Your AutoStore System in connection with an approved sale of Your AutoStore System.

4 CHANGES TO THE CUBE CONTROL SOFTWARE TERMS

- 4.1 Changes made to the Cube Control Software Terms in accordance with Clause 10.1 of the General Software Terms will take effect (i) for new AutoStore System purchases; as of the date made available by AutoStore; and (ii) for already installed AutoStore Systems; as of the date of Your next order, renewal, upgrade or replacement (as the case may be) of the AutoStore Controller for Your AutoStore System.

5 DURATION, SUSPENSION AND TERMINATION

- 5.1 The Cube Control Software Terms will be effective upon Your first installation or use of the Cube Control Software and will remain in force for as long as Your AutoStore System is operational.
- 5.2 AutoStore may terminate these terms and Your license to the Cube Control Software with immediate effect if (a) You have breached any of the license restrictions set out in Clauses 2 and Error: Reference source not found above; (b) You have breached any of the license restrictions set out in Clauses 2 and 4 of the General Software Terms which have not been varied in these Cube Control Software Terms; or (c) AutoStore is required to do so by law.

6 DEFINITIONS

- 6.1 All capitalized terms not otherwise defined in the above shall have the following meaning:
- 6.2 "**AutoStore Controller**" means the necessary technical equipment provided together with the Cube Control Software, which is used for operating/controlling AutoStore Systems and interfacing with warehouse management systems.

DATA ENABLED FEATURES

1 THE PRODUCTS AND SERVICES TERMS AND THE AGREEMENT

- 1.1 These terms, together with the AutoStore Agreement (if applicable), the General Software Terms and any other terms applicable to Your AutoStore Products and Services, constitute a legally binding and integral part of the Agreement between You and AutoStore. Capitalized terms and expressions used in these terms shall have the meaning given to them in the General Software Terms and as defined below.
- 1.2 The terms and conditions set out herein apply to all systems, services, features and functionality for the AutoStore Products and Services which involve the extraction of AutoStore System Data (as defined under Clause below) directly or indirectly from your AutoStore System (the "**Data Enabled Features**"). Such Data Enabled Features are, *inter alia*, a part of the Cube Control Software, Unify Connect, Unify Analytics and other AutoStore Products and Services for which you have been presented with these Products and Services Terms. An overview of the Data Enabled Features available to You in connection with your use of the AutoStore System is available from your AutoStore Partner.
- 1.3 If You do not agree to these terms and conditions, You should not start using any Data Enabled Features with your AutoStore System. If you do not agree, you do not have the right to access or use the Data Enabled Features.

2 THE DATA ENABLED FEATURES

- 2.1 The Data Enabled Features are licensed by AutoStore to You in order to enable AutoStore to extract certain Data from Your AutoStore System pursuant to Clause 3 of these Products and Services Terms. The Data Enabled Features enable AutoStore to optimise its services to You and to provide You with support and maintenance services relating to the AutoStore System. Your use of the Data Enabled Features is also intended to enable AutoStore to develop and offer certain new services in the future which may help to provide added value from Your use of the AutoStore System.
- 2.2 Subject to the terms set forth herein, AutoStore grants You a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited right and license to subscribe to, access and to use the Data Enabled Feature(s) you have chosen to use, install and/or activate, in the version made available to You by AutoStore or by an AutoStore Partner, solely for Your internal business purposes, and for the purpose of implementing, configuring, or using an AutoStore System.
- 2.3 Your right to use the Data Enabled Features will cease in accordance with Clause 11 of the General Software Terms.
- 2.4 Upon termination of these Products and Services Terms, You must cease all use of the Data Enabled Features and destroy all copies, full or partial, of the same.

3 AUTOSTORE SYSTEM DATA

- 3.1 The Data Enabled Features enables AutoStore to extract certain types of Data from the AutoStore System used by You. The types of Data may vary from time to time, depending on the version of the AutoStore System, other AutoStore Product or

Service and the relevant Data Enabled Feature, and may include (i) usage data generated from Your use of the user interfaces in the AutoStore System; (ii) production and diagnostic data generated by sensors and components in the AutoStore System; and (iii) other Data which is stored in or generated by the AutoStore System, as described in the documentation from time to time (collectively the "**AutoStore System Data**"). The AutoStore System Data is limited to information about your AutoStore System and its usage.

- 3.2 The AutoStore System Data may also include other Data related to the operation and performance of the AutoStore System which is not directly available through the Data Enabled Features, including logs stored inside the Robots, event logs stored on local controller PCs and general AutoStore Software logs. Such Data are in many cases also relevant to provide optimal support and maintenance services relating to the AutoStore System, but must be extracted manually from Robots, computers or other AutoStore System components and distributed using common file sharing technologies like e-mail, ftp, etc. Extraction of these AutoStore System Data for the purposes of the Data Enabled Features only happens in agreement with You.

4 AUTOSTORE SYSTEM DATA LICENSES

- 4.1 You agree that AutoStore and its affiliates may collect, aggregate, store, process, transmit, analyze and use AutoStore System Data to (a) provide support and maintenance services to You and Your AutoStore Partner relating to Your use of the AutoStore System; (b) improve AutoStore's products and services to You and other customers; and (c) create new products and services, including but not limited to Software, etc.
- 4.2 If applicable, AutoStore will process any personal data contained in the AutoStore System Data in compliance with the General Data Protection Regulation (GDPR) and any other applicable privacy legislation. AutoStore will not disclose AutoStore System Data to third parties in a form that identifies You or any of Your users. AutoStore will not "sell" personal data for the purposes of California Consumer Privacy act (CCPA).

5 DISCLAIMER OF WARRANTIES

- 5.1 For clarity, all disclaimers and warranties under the General Software Terms apply under these Products and Services Terms. In addition, to the extent not prohibited by applicable law, IN NO EVENT SHALL AUTOSTORE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE OR ADMINISTRATIVE FINES INCURRED BY YOU OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THE USE OF AUTOSTORE SYSTEM DATA PURSUANT TO CLAUSE 3.