

END USER LICENSE AGREEMENT FOR THE SOFTWARE-AS-A-SERVICE SOLUTION

Version: 17 March 2021

1. Scope of Application

- 1.1 modum.io AG, Poststrasse 5-7, 8001 Zurich, Switzerland (“**MODUM**”, “**we**”) provides software-as-a service solutions, as updated, upgraded or newly released from time to time (“**SaaS Solution**”). MODUM may designate you as end user of the SaaS Solution, or MODUM may have entered into an individual agreement with one of its customers, cooperation partners, suppliers, service-providers or auditors (“**COMPANY**”), under which COMPANY (or one of COMPANY’s clients, subcontractors, service-providers, auditors or regulators) designates you as end user of the SaaS Solution. The relationship between COMPANY (or COMPANY’s client, subcontractor, service-provider, auditor or regulator) and you shall be as established between COMPANY (or COMPANY’s client, subcontractor, service-provider, auditor or regulator) and yourself.
- 1.2 Any access to or use of the SaaS Solution by you (“**you**” or “**End User**”) is subject to this end user license agreement between you and MODUM, as amended from time to time (“**EULA**”).
- 1.3 Individual, additional or deviating agreements shall only apply upon express written confirmation by MODUM.
- 1.4 In case of conflicts between this EULA and (i) an individual agreement between MODUM and you, or (ii) an individual agreement between MODUM and COMPANY, the conflicting provisions shall be interpreted as to supplement each other, to the extent possible and appropriate under the circumstances. In case such supplementing interpretation is not possible or not appropriate, the individual agreement shall prevail.

2. Your Acceptance of this EULA

- 2.1 Please READ THIS EULA CAREFULLY. YOU CONFIRM ACCEPTANCE OF THIS EULA AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS BY ONE OR MORE OF THE FOLLOWING METHODS: (I) EXECUTING THE EULA, (II) CLICKING TO ACCEPT OR AGREE WHERE THIS OPTION IS MADE AVAILABLE TO YOU, OR (III) BY ACTUALLY USING THE SAAS SOLUTION.
- 2.2 If YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, DO NOT CLICK OR TICK THE RESPECTIVE “I AGREE” BUTTON OR BOX AND DO NOT DOWNLOAD OR USE THE SAAS SOLUTION.

3. Changes to EULA

- 3.1 MODUM reserves the right, at its sole discretion, to modify this EULA at any time. We will notify you of any changes by making the new version available to you and changing the “Version” date above. The current version is available for registered users via the MODUM Help Center (on www.modum.io) or from MODUM upon request. In case of relevant amendments, we may further notify you by email or other appropriate means.
- 3.2 The updated EULA becomes applicable if COMPANY or you do not expressly raise well-founded objections in writing within 30 days from notice by MODUM. In case of an objection, the contracting parties shall undertake to reach a mutually acceptable solution. If they fail to reach a mutually acceptable solution, MODUM shall be entitled (but not obligated) to terminate any individual agreements affected, impacted or dependent of the EULA for good reason.

4. SaaS Solution

The SaaS Solution includes, but is not limited to, some or all of the following components, as described in the Documentation and as agreed in the individual agreement between MODUM and you or MODUM and COMPANY:

- 4.1 Software components, such as the Dashboard, the MODsense Commissioning App, the MODsense Mobile App and/or any firmware embedded in any of the hardware components.
- 4.2 Hardware components, including accessories thereto, such as any compatible Logger (including but not limited to the MODsense T data logger), NFC pads (not included in some SaaS Solution versions), and/or a barcode scanner or other type of handheld scanner device (not included in some SaaS Solution versions).
- 4.3 Documentation: technical and functional documentation and user manuals in the respective current version.
- 4.4 SaaS Solution Data, as further set out in clause 6.1 (SaaS Solution Data) below.
- 4.5 SaaS Services, including operational maintenance and support services.

5. Ownership and Intellectual Property

- 5.1 MODUM or its third-party suppliers own all right, title and interest in the SaaS Solution, or any parts thereof, and in any necessary software and hardware provided and used in connection with it. MODUM or its third party suppliers in particular own all copyright and other intellectual property rights in and to

- a. the SaaS Solution, or any parts thereof, including all documentation, modifications and derivative works, however subject to clause 6.1 (SaaS Solution Data);
 - b. any suggestions, enhancement requests, feedback or recommendations provided by End User related to the SaaS Solution;
 - c. their respective names, logos and trademarks reproduced through the SaaS Solution.
- 5.2 End User does not acquire any rights, express or implied, other than those expressly granted by MODUM. The scope of the agreement is not a sale and does not convey any rights of ownership in all or parts the SaaS Solution (including Loggers and other hardware components), unless otherwise writing by MODUM in writing.
- 6. SaaS Solution Data, Collection of Data and Consent to Use Data**
- 6.1 “SaaS Solution Data” is an overarching term and means the data directly or indirectly inputted to, recorded, computed or generated by, resulting from or presented through the SaaS Solution or the use thereof.
- 6.2 SaaS Solution Data is composed of various categories of data, as set out in the table below.
- 6.3 With regard to any personal data which may be contained in the SaaS Solution Data, the Privacy Declaration SaaS Solution referred to in clause 7 below applies.

Category	Definition	Subcategory	Description and Examples	Ownership */**
User Input	Data which is originated by Users which are interacting with the SAAS solution	Company Information	- Information about the company, e.g. company name, logo	End User or COMPANY*
		User Data	- Credentials (information to authenticate with the SaaS Solution), e.g. email address, password - Notification (information used to send notifications to an End User, such as email address, or phone number) - Roles and permissions (Information used to authorize access to the SaaS Solution (e.g. admin roles, permission to view shipments)	
		Recording Configuration	- information used to configure the logger at start time e.g. recording interval, alert criteria, logger behavior in case of alert	
		Shipment Configuration	- comments and classifications of shipments (user interaction with individual shipments, e.g. exporting data, comments and manual status change of shipments) - identification of shipments (identification of individual shipments, e.g. package number of similar)	
		Audit Information	- user, change which has occurred, time stamp (e.g. user x changes shipment profile Y changed threshold from 10 to 20°)	
Third Party Data	Data which is originated by a third party and inputted into the SaaS Solution by MODUM		- weather data	MODUM
Logger generated data	Data which is generated by the logger	Recording data	- data which is recorded by the logger, such as temperatures and timestamps - sensor timeseries (data which is recorded by a sensor and stored in a specific interval, (38.3°C, 34.4°C) - Alarm (data which is computed by the hardware device, e.g. the timeseries exceeds the threshold)	MODUM ***
		Hardware specific data	- Information about the status of the hardware device, e.g. Battery voltage, cumulated time of usage	
Gateway generated data	Data which is generated by an intermediate readout device like a cell phone, laptop station or a MODsense Bluetooth Gateway		- e.g. location data (information about the location of start, stop event) e.g. 51.5074° N, 0.1278° W	MODUM ***

System Generated MODUM Data	Data which is computed or generated by the the SaaS Solution solely on the basis of MODUM owned data, third party data or public data		- recommendations, analytics	MODUM
System Generated COMPANY Data	Data which is computed or generated by the the SaaS Solution (including on the basis of Logger Generated Data and/or Gateway Generated Data)		- alerts, notifications, events, reports, recommendations, analytics	End User or COMPANY*
Usage Data	Data which is generated when a user interacts with the platform		- e.g. User looks at a shipment, user stops a logger	End User or COMPANY*

* This ownership column addresses the ownership rights as between MODUM and End User or COMPANY, as the case may be, depending on whether End User is designated as such directly by MODUM or by COMPANY (under an individual agreement between MODUM and COMPANY). This ownership column does not address the ownership rights as between COMPANY and End User or between MODUM. And a third party according to the respective relationship between them.

** For any personal data which may be contained in the SaaS Solution Data, MODUM's privacy declaration applies.

*** When using these categories of MODUM owned SaaS Solution Data, MODUM has to handle them as confidential information.

- 6.4 For SaaS Solution Data owned by you or related to you, including your Usage Data, you agree that MODUM may collect and use such data (also beyond expiration or termination of this EULA), as the case may be:
- to the extent necessary to provide to SaaS Solution to you or COMPANY;
 - to use your trademarks, service marks, logos or similar which you provide to MODUM for the purpose of including them in your interface of the SaaS Solution;
 - to analyze the data and create statistics;
 - to continuously improve and further develop the SaaS Solution; and
 - to use it for MODUM's commercial purposes, as long as MODUM as part of those commercial purposes does not disclose such data to third parties in form that could identify COMPANY or End User.
- 6.5 If you in your role as End User are permitted to enter personal data of other persons into the SaaS Solution, you must comply with applicable law related thereto, including getting any required consent.
- 6.6 For SaaS Solution Data owned by MODUM or its third party suppliers, MODUM grants you and/or COMPANY, as applicable, a license as set in clause 8 (Scope of License) below.

7. Privacy Declaration regarding SaaS Solution

With regard to any personal data which you provide, or we receive in the context of your access to and use of the SaaS Solution, the MODUM's relevant Privacy Declaration in its current version applies.

8. Scope of License

- 8.1 Subject to the further provisions in this clause 8 (Scope of License), MODUM grants you a revocable, time-limited, non-transferable, non-exclusive license to download, install, access and use the SaaS Solution strictly in accordance with this EULA and solely for the purpose for which access is granted to you in your specific case ("**Purpose**"). Such Purpose may in particular consist of (i) evaluating the SaaS Solution for your own business operations or for the business operations of COMPANY; (ii) performing the rights and obligations of COMPANY according to the individual agreement between MODUM and COMPANY; (iii) supporting COMPANY as part of your typical business practices, acting under COMPANY's direction; (iv) using the SaaS Solution as business partner of COMPANY, such as customer, distributor, service provider or supplier, to the extent COMPANY is permitted to grant you access according to the agreement between MODUM and COMPANY; (v) exercising rights as competent regulator, authority or organization to audit COMPANY's compliance with regard to the criteria measured by the SaaS Solution; (vi) supporting and/or advising MODUM as part of your engagement by MODUM; and/or (vii) exercising audit rights as competent authority or organization on MODUM.

- 8.2 You may use the Documentation solely in connection with the use of the SaaS Solution as set out herein. The Documentation may be copied as often as reasonably necessary in connection with the license grant.
- 8.3 SaaS Solution Data owned by MODUM or its third party suppliers: MODUM grants you a non-transferable, non-exclusive right to (i) use such data for COMPANY's supply chain planning and monitoring activities and/or for COMPANY's supply chain services to its Clients, and (ii) to display, export, print and share such data to document the temperature or other recorded data of transported goods across the supply chain, both (i) and (ii) solely within the limits of your role as End User.
- 8.4 Restrictions: The rights granted to you are subject to the following restrictions:
- a. You shall not license, sell, transfer, assign, or otherwise commercially exploit or make the SaaS Solution in whole or in part available to any third party, except as expressly permitted by MODUM;
 - b. You shall not and shall not make a third party (i) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the SaaS Solution; (ii) otherwise attempt to determine the source code or protocols of the software components; (iii) open a Logger; (iv) access any part of Logger and/or other parts of the SaaS Solution in order to build a similar or competitive product or service; and/or (v) work around any technical limitations in the SaaS Solution;
 - a. You shall not and shall not make a third party copy, reproduce, download, display or transmit in any form or by any means the SaaS Solution in whole or in part, except as expressly permitted by MODUM;
 - b. The SaaS Solution must not be used for any business that is deceitful, fraudulent or against the law.
- 8.5 Fair Use Policy: You shall observe the principles of fairness and avoid any conduct that is misleading or contravenes the principles of good faith. You shall not and shall not make a third party (i) use the SaaS Solution or parts thereof for purposes for which it is not intended or to gain or attempt to gain unauthorized access to data, systems or external networks; (ii) involve a non-ordinary use such as hacking or circumventing of the SaaS Solution and/or MODUM's systems; (iii) cause significant network congestion, disruption or otherwise adversely affect the SaaS Solution and/or MODUM's offering to COMPANY or third parties; and/or (iv) adversely affect another person's use of the SaaS Solution.

9. Terms of Service

- 9.1 Account and access authorization: Use of the SaaS Solution requires access authorization. MODUM and/or COMPANY have administrator rights to open and close accounts, sub-accounts, designate and de-activate End Users, assign each End User a specific role with respective use rights (e.g. read only, read and write), provide End User unique access authorizations. MODUM reserves the right to limit the number of permitted sub-accounts and/or End Users per account.
- 9.2 Transmission of data and use of communication infrastructure: Use of the SaaS Solution necessarily involves transmission of data over communication infrastructure, including the internet and various networks. MODUM is responsible to verify data integrity. MODUM is not responsible for (i) any data which are lost, altered, intercepted or stored without authorization during the transmission of data across networks not owned and/or operated by MODUM, and (ii) damage resulting from limitations, delays, and other problems inherent in the use of such infrastructure.
- 9.3 Release Management: Unless explicitly stated otherwise, any new features that augment or enhance the SaaS Solution are subject to the terms of this EULA. MODUM will inform you about relevant changes of the SaaS Solution in advance through appropriate means which details the changes of the SaaS Solution.
- 9.4 Customer Support: MODUM offers documentation and customer support in English and German. The standard support time is Monday to Friday, 08.00 - 17.00 (CET / CEST, as applicable in Switzerland; excl. all Swiss public holidays and January 2nd). The customer support available to you is as agreed in an individual agreement between MODUM and you or between MODUM and COMPANY. The single point of contact for all support requests to MODUM, in particular for the acceptance of error reporting, is the MODUM help center. All documentation is available in the online help center (on www.modum.io). The help center may be accessible for customers only.

10. Your responsibilities

- 10.1 General responsibilities:
- a. You are responsible (i) to obtain access to the internet and to provide all equipment necessary to make such connection, and (ii) to determine whether the SaaS Solution or the information generated thereby is sufficient for your purpose.
 - b. By accepting this EULA, you confirm to have read and understood the SaaS Solution user manual and/or to have received respective training and to use the SaaS Solution in accordance with the Documentation.
 - c. You are responsible to operate the SaaS Solution or any parts thereof with appropriate care, in accordance with the Specifications and the Documentation (including without limitation the specified

operating environment, i.e. the hardware and software with which the SaaS Solution is designed to operate), and adhering to applicable storage and operating conditions.

- d. If you print off, copy, download or otherwise replicate any part of the SaaS Solution and/or use such copies or parts of the SaaS Solution in breach of this EULA, you must, upon our choice, return or destroy any copies of the materials you have made and in case of destruction provide evidence of such action.

10.2 Access management:

- a. Passwords, account numbers, End User unique access identifiers or similar (“**Access Codes**”) are intended for personal use, must not be passed to third parties and are to be protected against misuse by unauthorized persons. You are responsible for the confidentiality, secure storage and use of your Access Codes.
- b. Depending on your role as End User you may be authorized by MODUM or COMPANY to grant and withdraw access rights to other End Users. In such case, you are responsible for the granting and withdrawal of such access rights and to comply with any confidentiality and personal data protection obligations in that context. You are further responsible for the confidentiality, secure storage and use of the respective Access Codes.
- c. If there is reason to fear that third parties have knowledge of such Access Codes, they must be changed immediately, or, if required, new Access Codes must be requested from MODUM.
- d. You shall immediately notify MODUM or COMPANY, as applicable, if you detect or become aware of any unauthorized or improper use of the SaaS Solution, any loss or theft of any Access Code or any other known or suspected breach of security.

10.3 Regulatory compliance: Depending on your role as End User, you are responsible:

- a. to comply with all laws, regulatory requirements and/or guidelines applicable to you or to COMPANY, as the case may be, including but not limited to compliance with the requirements of the EU GDP Guidelines, as well as for the patient safety resulting therefrom;
- b. to determine and set the correct User Input, including in particular Recording Configurations and Shipment Configurations;
- c. for any comments entered by you into the SaaS Solution;
- d. if given permission, to assess and determine conformity or non-conformity of a shipment with the regulatory requirements for such shipment;
- e. inform the recipient of a shipment in case of non-conformity of such shipment.

10.4 Alarm setting and notifications: The SaaS Solution provides the option to (i) set alarms in case of deviations of data measured by the Logger from the shipment profile for a particular shipment, and (ii) to provide notifications in case of such deviation. Depending on your role as End User, you are responsible to

- a. set the alarm parameters for a particular shipment;
- b. determine addressees of notifications;
- c. configure the type of alarm- in case of deviations;
- d. determine whether other parties can see and potentially act on alerts visible via LED or read-out devices;
- e. follow the operational process in case of a deviation;
- f. train End Users on operational processes to follow after receipt of a notification; and/or
- g. train recipients of a shipment on operational processes in case of non-conformity of such shipment.

10.5 Exported Data: You are responsible for secure access, storage and data integrity of data exported from the SaaS Solution.

11. Warranties

11.1 Warranty of ownership and non-infringement: MODUM warrants to be the owner or have all necessary rights to grant End Users a license to access and use the SaaS Solution as contemplated herein.

11.2 EXCLUSION OF WARRANTIES: TO THE EXTENT LIMITATIONS OR EXCLUSIONS ARE PERMITTED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TECHNICAL COMPATIBILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, MODUM EXPRESSLY EXCLUDES WARRANTIES OF COMPLIANCE BY YOU OR COMPANY WITH LAWS, REGULATIONS, REGULATORY REQUIREMENTS AND/OR GUIDELINES APPLICABLE TO YOU OR COMPANY, AS THE CASE MAY BE, INCLUDING BUT NOT LIMITED TO THE EU GDP GUIDELINES.

12. Limitation of Liability

- 12.1 Subject to the next clause, MODUM excludes any liability (whether based on contract or any other basis) arising out of or in connection with access or use of the SaaS Solution to the extent permitted by applicable law, including but not limited to liability for indirect or consequential damage or loss, such as loss of profit, unachieved savings or interruptions of business. MODUM is not responsible for any delay or failure to meet its obligations hereunder if such delay or failure is caused by an action or omission of End User of COMPANY.
- 12.2 We do not seek (and nothing in this EULA is intended) to exclude or limit liability and any such exclusion or limitation of liability shall not apply to the following cases: (i) loss or damage caused by MODUM's fraud, willful misconduct or fraudulent misrepresentation; (ii) liability which under applicable laws of product liability can not be excluded; and (iii) any other liability, which can not be excluded or limited under applicable law.

13. Consequences in case of violations of EULA

- 13.1 MODUM reserves the right to check use of the SaaS Solution at random for correctness.
- 13.2 In case of reasonable suspicion of violation, MODUM reserves the right to take measures which it alone deems appropriate, without liability to you. Such measures may consist for example of denial or suspension of account or sub-account, blocking of access to certain services, content, systems, or resources or the interruption of connectivity to you, to COMPANY, any other End User or third party, or the termination of this EULA or the individual agreement under which you have been designated as End User. Where appropriate under the circumstances, MODUM shall provide advance warning to you and/or COMPANY. MODUM shall inform you and COMPANY, as the the case may be, about the respective measures.
- 13.3 If you breach any of these license terms, restrictions or the Fair Use Policy, you may be subject to prosecution and damages. To the extent permitted by applicable law, MODUM may make your identity known to third parties in the event of a violation of this EULA.
- 13.4 You shall be liable for all damages you have caused MODUM through culpable violation of this EULA and (i) you shall release MODUM from all third-party claims based on such violation; and (ii) the costs associated with the investigation of violations may be billed to you.

14. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15. Term and Termination

- 15.1 This EULA shall remain in effect until the term for which access has been granted to you has lapsed or until terminated by you or MODUM. Termination or expiration of an individual agreement (between MODUM and you or between MODUM and COMPANY) under which you have been designated as End User automatically terminates this EULA.
- 15.2 MODUM may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA with or without prior notice, in particular in case of suspicion of violation of this EULA by you.
- 15.3 Upon expiration or the effective date of termination of this EULA, as applicable, you shall have no right to continue to access or use the SaaS Solution. MODUM may immediately deactivate the account.
- 15.4 Prior to the expiration or the effective date of termination of the EULA, you shall, return to MODUM or COMPANY, as applicable, all Loggers and other hardware, software, Documentation and other SaaS Solution components that MODUM or COMPANY has provided to you (or, as applicable, confirm in writing destruction of any copies thereof in writing). In case of a termination with immediate effect, the terms of this clause shall be implemented promptly and without undue delay.
- 15.5 The restrictions and Fair Use Policy set out in clauses 8.4 and 8.5 shall survive expiration or termination of this EULA.