

## 1. DEFINITIONS

### 1.1 In these Releezme SaaS Conditions:

**Agreement** means the Customer Agreement, the Order, these Releezme SaaS Conditions and the Data Processing Agreement;

**Charges** means the fees payable by Customer to VECOS in consideration of the Services as set out in an Order;

**Confidential Information** means any and all information which concerns the business, operations or customers of a Party, whether (i) received by the Recipient directly from the Disclosing Party or from any other person; or (ii) generated or compiled by the Recipient itself and shall include all summaries, notes, memoranda and any other documents executed by the Recipient to the extent they contain that information, in each case in any medium or format whatsoever and whether marked "confidential" or not;

**Customer** means the "Customer" identified in the Customer Agreement or if no Customer Agreement is in place the entity indicated in the Order;

**Customer Agreement** means the (Global) Customer Agreement for "Releezme SaaS" pursuant to which Orders are placed and to which these Releezme SaaS Conditions apply;

**Customer Data** means all Data that are either owned or originated by or on behalf of the Customer and Permitted Users (including where originated by VECOS on behalf of the Customer or Permitted Users) and (a) which are or may be used or generated in connection with this Agreement or (b) to which VECOS has access under this Agreement;

**Data** means data, data formats, data compilations, information, designs, documentation, texts, drawings or records, including personal data;

**Data Processing Agreement** means the Data Processing Agreement agreed between the Parties;

**Disclosing Party** means (i) the Customer in case it provides its Confidential Information to VECOS; or (ii) VECOS in case it provides its Confidential information to the Customer;

**Force Majeure Event** means any event that, despite such Party having taken reasonable precautions against the possibility and potential effects of such an event, unavoidably prevents the performance by a Party of some or all of its obligations under this Agreement or the relevant Order arising directly from an act beyond the reasonable control of the Party, including, without limitation, an act of God, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion, pandemic, epidemic or industrial dispute affecting a Third Party (for which a substitute Third Party is not readily available). In the case of VECOS, such event: (i) shall not include shortage of labour, material or other resources unless caused by circumstances which are themselves a Force Majeure Event; and (ii) will only be considered a Force Majeure Event if following implementation of any relevant business continuity and/or disaster recovery plan VECOS is prevented from, or is delayed in, performing its obligations hereunder due to such event (or in the event that such implementation is not possible);

**Hardware** means the locker hardware that is physically delivered to the Customer by or on behalf VECOS and forms part of the electronic locker system (e.g. the electronic lock, the locker bank controller, hubs, controllers and power supplies, but not server hardware or related items);

**Intellectual Property Rights** means (i) copyrights, patents, database rights and rights in trademarks, trade names, service marks, domain names and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**Offer** means an offer from VECOS to Customer, in which a specific description of the Services and Charges to be agreed between the Parties is provided, and which upon signing or explicit acceptance thereof by Customer will establish an Order;

**Order** means a written order from Customer to VECOS for the provision of the Services, as further specified in an Offer signed by Customer or otherwise explicitly accepted by Customer;

**Party** means Customer or VECOS (as applicable), and **Parties** means Customer and VECOS;

**Permitted Users** means, in relation to the Recipient, any of its Personnel;

**Personnel** means an employee, director, officer, contractor or consultant of a Party;

**Recipient** means (i) the Customer in case it receives Confidential Information from VECOS, or (ii) VECOS in case it receives Confidential information from the Customer;

**Services** means the (SaaS) services as set forth in the Order, including in any event providing access to the Software;

**Service Request** means a question or a problem that Customer perceives using the Software, which shall be handled by VECOS in accordance with the response levels as agreed in an Order;

**Software** means the Releezme program(s) that are provided under the Agreement on a software-as-a-service basis, together with any technical

information and documentation necessary for the use of those programs and including all updates, new releases and modifications of those computer programs, and including all Third Party software used in connection therewith;

**Subcontractor** means a partner of VECOS engaged by or on behalf of VECOS under a subcontract;

**Third Party** means each person or entity which is not a party to this Agreement;

**Third Party Supplier** means each Third Party with whom VECOS has entered into a contract or agreement (whether or not in writing) under which that Third Party agrees to provide information technology facilities or services used in the provision of all or any part of the Services, such as Microsoft Azure, Google Play and Apple; and

**VECOS** means VECOS USA, LLC, a Delaware limited liability company having its address as reflected on the Offer.

## 2. INTERPRETATION AND DEFINITIONS

These Releezme SaaS Conditions apply to each Service or Customer Agreement, Offer, Order, the Data Processing Agreement or any potential subsequent offers and orders insofar as the Parties have not explicitly and in writing or electronically (per e-mail) have agreed otherwise.

The applicability of general terms and conditions of Customer are hereby explicitly rejected.

## 3. PROVISION OF SERVICES AND SOFTWARE LICENSE

VECOS shall provide the Software and Services to Customer in accordance with the terms and conditions set out in the Agreement. VECOS shall use reasonable efforts to provide the Services in accordance with the service levels as set out in Section 8.

If VECOS Personnel provide Services at Customer's premises or require access to perform the Services to meet the service levels as set out in Section 8, VECOS will be granted access to the premises in a timely manner. Customer will facilitate VECOS Personnel with reasonably requested facilities (i.e. a working space including telecommunication facilities) and shall indemnify VECOS for Third Party (including VECOS Personnel) claims to damages, related to the performance under this Section 3.2, which is attributable to an act or omission of Customer. VECOS shall follow Customer's reasonable policies while at Customer's premises, if such policies have been approved by VECOS in advance.

## 4. CUSTOMER OBLIGATIONS

Customer shall promptly provide VECOS all equipment (such as Data, Hardware and software) indicated by VECOS to Customer as required for the performance of the Agreement or any such equipment of which Customer should have reasonably known it to be required VECOS's performance of the Agreement.

If the equipment which is necessary for the performance of the Services by VECOS is not provided or not provided in a timely manner to VECOS, VECOS will have the right to suspend the Services and charge Customer for any expenses it has incurred thereto.

Customer shall provide, or procure the provision of, all information, consents and cooperation with VECOS as set out in the Agreement or requested by VECOS. Customer warrants that all information, Data and documentation disclosed or to be disclosed by Customer will be true and accurate. Customer shall consider in good faith any request by VECOS for additional information and assistance not specified in these Releezme SaaS Conditions.

Customer shall promptly inform VECOS of Customer's failure to perform any of its obligations under the Agreement, or other circumstances which could materially affect the performance of it's or VECOS's obligations under the Agreement.

The Parties acknowledge that Software and/or technology in certain deliverables or products and/or Services may be subject to export controls, sanctions and/or embargo Laws of the United States and other countries and jurisdictions ("**Export Control and Sanction Laws**"). Neither Party shall, directly or indirectly export, reexport, access or transfer any such items or any direct product thereof, or undertake any transaction or service the Services in violation of any such Export Control and Sanction Laws.

## 5. CHARGES AND PAYMENT TERMS

Customer shall pay the Charges in advance in accordance with the Order. VECOS shall invoice Customer in accordance with an Order. All amounts included in an Offer and Order are non-refundable, and are exclusive of sales tax. All payments due shall be made in United States dollars.

The Charges shall be invoiced yearly in advance. These charges must be paid before the new calendar year commences, ultimately on 31 December. VECOS shall ensure the invoice is sent timely with regards to the payment terms.

Customer shall pay VECOS the Charges without deduction based on any currency control restrictions, import duties, or any sales, use, value added

- or other taxes or withholdings. Should any payment from Customer to VECOS be subject of any such deductions, withholdings or taxes, the amount shall be grossed up by the amount of such deductions in order that the sum receivable by VECOS shall be the applicable amount.
- 5.4 VECOS may use electronic tools and procedures to measure and monitor Customer's allowed use of the Software and the Services for billing purposes and to verify compliance with the terms of the Agreement. In the event VECOS's measurement and monitoring reveals any deficiency between the amounts paid to VECOS and the amounts that should have been paid to VECOS, Customer shall promptly remit payment to VECOS of such undisputed amounts.
- 5.5 If any part of the Charges is subject to a good faith dispute between Customer and VECOS, then the following procedure shall apply:
- Customer shall pay to VECOS all amounts not disputed in good faith by Customer on or before the associated due date;
  - Customer shall notify VECOS, within ten days after the date of receipt by Customer of the relevant invoice, of any disputed amounts and shall, as soon as reasonably practicable after it has notified VECOS, describe in reasonable detail Customer's reasons for disputing each amount; and
  - The Parties shall seek to reach settlement of the items that are the subject of the dispute.
- 5.6 In the event that Customer is in default of payment, VECOS may notify Customer in writing that it will suspend or terminate the relevant part of the Services or the Agreement if Customer does not pay such undisputed, due amount within thirty days from the date of such notice. If Customer fails to make such payment within the aforesaid notice period, then VECOS shall have the right to suspend or terminate the relevant part of the Services or the Agreement that relate to such outstanding undisputed amount until such time as it has been paid.
- 5.7 When any dispute regarding the Charges is resolved, Customer shall pay any sum which is agreed or determined to be payable by Customer to VECOS (whether that sum is the amount originally invoiced or a reduced amount) within fifteen days after the date of resolution of that dispute or on the original due date of the invoice that contained the disputed amount, whichever is later.
- 5.8 In case a Third Party Supplier (e.g. Microsoft Azure, Google Play and Apple) increases its charges, VECOS may increase the Charges accordingly, with effect from the next payment date in accordance with Section 5.2.
- 5.9 In case a Third Party Supplier amends the terms under which VECOS obtains its products or services, VECOS may impose similar amendments to the Customer, subject to a minimum notice period of 30 calendar days.
- 5.10 VECOS may amend the Charges in accordance with a standard indexation of 2.5%, or if a different index has been agreed in the Order, the index in that Order which may be applied each calendar year.
- 6. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
- 6.1 Customer acknowledges that all Intellectual Property Rights in the Software and the Services are vested, and shall remain vested, in VECOS. Except as expressly stated in the Agreement, the Agreement does not grant Customer any rights to, or in, any Intellectual Property Rights in the Software or the Services.
- 6.2 VECOS acknowledges that all Intellectual Property Rights (if any) in or to Customer Data are vested, shall vest and shall remain vested, in Customer. VECOS may collect statistics and information about how the Services are used. VECOS may use this information to develop and improve its services and to provide reporting and advisory services. VECOS may only use this data for that purpose at an aggregated and anonymized level and only share it with third parties in a way that such data cannot be traced back to the Customer or its Permitted Users.
- 6.3 Subject to Customer's payment of the Charges, the restrictions set out in this Section 6 and the other terms and conditions of the Agreement, VECOS hereby grants to Customer with effect from the effective date of the Agreement, a non-exclusive, non-transferable, non-sublicensable, royalty-free right to permit Permitted Users to use the Software and the Services during the term of the Agreement.
- 6.4 Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Software that:
- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - facilitates illegal activity;
  - depicts sexually explicit images;
  - promotes unlawful violence;
  - is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
  - in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and VECOS reserves the right, without liability or prejudice to its other rights to Customer, to disable Customer's access to any material that breaches the provisions of this Section 6.
- 6.5 Customer shall not alter or modify the whole or any part of the Software or decompile, disassemble or reverse engineer the object code of the Software, except as may be allowed (a) by any applicable law which is incapable of exclusion or (b) by explicit agreement to that end between the Parties.
- 6.6 Customer shall not access all or any part of the Software in order to build a product or service which competes with the Services.
- 6.7 Customer shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Software and, in the event of any such unauthorized access or use, promptly notify the VECOS.
- 6.8 Subject to Section 9, VECOS shall indemnify the Customer from all claims, suits, actions, awards and damages ("Claims") for infringement of any intellectual property rights arising out use by the Customer of materials provided by VECOS through Third Party Suppliers in accordance with the licenses granted under the Agreement, provided Customer duly notifies VECOS of any such Claim within 10 days after its receipt.
- 6.9 VECOS shall have no obligation under Section 6.8 for any infringement arising from: (i) items or materials included in the materials provided by the Customer to VECOS, (ii) the unauthorized modification, combination, operation, or use of the Software by Customer, to the extent the claim would not have arisen had that unauthorized modification, combination, operation, or use not occurred, (iii) the breach of the Agreement by the Customer, or (iv) failure of Customer immediately to use an update of the Software as instructed by VECOS to avoid the infringement.
- 6.10 Customer is obliged to transfer promptly all information with respect to any claim or threatened claim received in respect of the Software and any other Intellectual Property Rights of VECOS and/or its licensors. Customer shall have no authority whatsoever to enter into any negotiations with the purpose of settling such claims and Customer shall at all times act only upon written instructions received from VECOS. Customer shall assist VECOS in any procedures and/or negotiations against or with Third Parties. Customer shall refrain from making any admission, statement or doing any acts or things which might invalidate or affect VECOS's Intellectual Property Rights or interest pertaining to the Intellectual Property Rights.
- 7. CONFIDENTIAL INFORMATION**
- 7.1 The Recipient undertakes to the Disclosing Party to treat as confidential, and to not disclose to any Third Party, all Confidential Information of the Disclosing Party. The Recipient may only use the Confidential Information of the Disclosing Party for the purposes of and in accordance with the Agreement. The Recipient may provide its Permitted Users with access to the Confidential Information of the Disclosing Party on a strict "need-to-know" basis only. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information of the Disclosing Party in confidence to the standard required under the Agreement.
- 7.2 This Section 7 shall not apply to any information which the Recipient can demonstrate:
- is in, or subsequently enters, the public domain other than as a result of a breach of this Section 7;
  - has been, or is subsequently, received by the Recipient from a Third Party which is under no confidentiality obligation in respect of that information;
  - has been, or is subsequently, independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or
  - was previously known to Recipient free of any obligation to keep it confidential.
- 7.3 Recipient and each Permitted User may disclose Confidential Information where Recipient or that Permitted User is required to do so by law or by any regulator. In these circumstances the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- 7.4 Each Party shall immediately notify the other Party of any knowledge that a Third Party to a confidentiality undertaking has disclosed or is threatening to disclose Confidential Information.
- 7.5 Upon termination of the Agreement, and in any event on the written request by Disclosing Party, Recipient will and will procure that its Permitted Users will, promptly at its/their own cost and expense:
- return to Disclosing Party, without keeping any copies, all documents containing Confidential Information; and
  - permanently remove all Confidential Information from any computer, phone, disk, memory stick or other device

	containing such Information, except for any computer records or files that have been created pursuant to the Recipient's or any Permitted User's automatic archiving and back-up procedures and the removal of which is not technically and/or commercially reasonable.	9.2	Neither Party shall be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any loss of business or profits in each case whether arising from tort (including negligence), breach of contract or otherwise.
7.6	Section 7.5 does not apply to the extent Recipient or any Permitted User is required to retain any such Confidential Information by applicable law or by any judicial, governmental, supervisory or regulatory body (it being understood such Confidential Information must be kept confidential in accordance with the Agreement).	9.3	Nothing in the Agreement shall be construed to limit or exclude any Party's liability for death or personal injury caused by such Party or its Personnel, or Subcontractors or in the event of gross negligence or willful misconduct.
7.7	VECOS shall take appropriate technical and organizational measures to protect Customer Data and to provide the Services in compliance with ISO27001. Customer is aware that agreed security measures are subject to technical progress and further development and that the Services are provided by means of a standardised platform. VECOS is permitted to implement adequate alternative measures, provided that the level of security of the stipulated requirements is maintained and VECOS shall inform Customer of any material changes.	9.4	Each Party shall take all reasonable steps to mitigate the loss and damages it incurs (whether for negligence, breach of contract, misrepresentation, indemnity or otherwise) which it brings against the other Party.
<b>8. SERVICE LEVELS</b>		9.5	Without limiting this Section 9, VECOS shall remain responsible for the acts and omissions of any Subcontractor or Personnel appointed by it as if they were the acts and omissions of VECOS or its Personnel.
8.1	VECOS shall use reasonable efforts to meet or exceed a service level of 99.5% uptime. The Parties agree that the period that the Software shall not be accessible to Customer, as a consequence of any of the following: (i) a Force Majeure Event, including general internet outage; (ii) a failure in the infrastructure of Customer or in the Microsoft Azure platform; or (iii) downtime during which the Parties have agreed that the Software shall be inaccessible so that Supplier can perform updates, upgrades or maintenance for security or system integrity purposes, shall not be used to calculate the uptime.	9.6	For the avoidance of doubt, if Customer has other agreements in place with VECOS, the liability of a Party towards the other Party will be governed exclusively by the terms of that other agreement.
8.2	The specified maintenance slots for the Software will be announced within the Software with a notice period of at least two weeks. Urgent patches or security fixes will not be announced and shall not be used to calculate uptime as meant in Section 8.1.	<b>10. TERM AND TERMINATION</b>	
8.3	Customer shall arrange that such number of individuals as required for the day-to-day management of the Services will participate in trainings as provided by VECOS or a VECOS trusted partner, which consist of training services to transfer knowledge intended to make these individuals familiar with the Services to enable them to work adequately with the Services for the purpose of the Agreement.	10.1	The Agreement shall come into effect on the effective date of the Customer Agreement or as specified in an Order, whichever is earlier, and shall continue in accordance with the provisions set out in the Customer Agreement.
8.4	Customer may, upon reasonable and fair request, communicate with the VECOS support desk, available per e-mail at servicedesk@vecos.com and per telephone via +31 40 368 60 30. Operating hours are from Monday through Friday between 09:00 and 17:00 CET/CEST with the exception of officially acknowledged public holidays in the Netherlands. VECOS aims to provide Customer with an response level for Service Requests in accordance with the Order.	10.2	Each Party has the right to terminate the Agreement immediately by written notice to the other Party in either of the following circumstances:
8.5	If Customer requests support from VECOS that requires development effort or labor, where such efforts or labor would not be required if the Customer had arranged compliance with Section 8.3, VECOS is entitled to charge the Customer for such efforts or labor on a time and material basis against VECOS' standard rates.	(a)	that other Party has committed a material breach of any of its obligations hereunder and has either (i) failed to remedy such breach within thirty days of receipt of notice of the breach or (ii) such breach is reasonably not capable of being remedied;
8.6	VECOS undertakes that the Software will comply substantially with the functional specifications as provided to the Customer in writing. VECOS does not warrant that Customer's use of the Software or the Services will be uninterrupted or error-free; or that the Software or the Services and/or the information obtained by Customer through the Software or the Services will meet Customer's requirements. Unless the direct result of an attributable shortcoming of VECOS under the Agreement, VECOS is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Data over communications networks and facilities, including the internet, and Customer acknowledges that the Software or the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.	(b)	if that other Party has gone into bankruptcy, liquidation otherwise than for the purpose of amalgamation or reconstruction; or has had a receiver or manager appointed in respect of any of its assets; or has entered into any composition with its creditors; or
8.7	Save as expressly provided in the Agreement, no representation or warranty, express or implied, statutory or otherwise (including, without limitation, as to condition, quality, satisfactory quality, performance, merchantability, or fitness for purpose) is given by VECOS in respect of the Software and any such representations and warranties are excluded save to the extent that such exclusion is prohibited by law.	(c)	in case of a Force Majeure Event that has continued for more than 60 calendar days.
<b>9. LIMITATION OF LIABILITY</b>		10.3	VECOS may, without limiting its other rights or remedies, terminate the Agreement in whole or in part by written notice if:
9.1	Without limitation to Section 15 of the Data Processing Agreement, the entire liability of VECOS and Customer's exclusive remedy for damages from any cause related to or arising out of the Agreement, regardless of the form of action, whether in contract, tort, or otherwise, will not exceed in the aggregate the total Charges paid (i) under the Order pursuant to which the event arose that gave rise to the liability, and (ii) in the twelve months immediately preceding such event.	(a)	Customer is in breach of any of its obligations under Section 4, 6, or 7; or
		(b)	Customer purports to assign or otherwise transfer its rights or obligations under the Agreement otherwise than in accordance with the terms thereof.
		<b>11. ASSIGNMENT AND SUBCONTRACTING</b>	
		11.1	Customer may not assign, sublicense, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under the Agreement without the prior written consent of VECOS, which will not be unreasonably withheld or delayed.
		11.2	Nothing in the Agreement shall prevent or restrict VECOS from assigning, transferring or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under the Agreement to a third party. Customer consents to a transfer by VECOS of some or all of VECOS's obligations to a third party.
		<b>12. NOTICES</b>	
			Any notice or other formal communication given under the Agreement must be in writing and may be delivered in person, or sent by mail to the Party at the following addresses:
		(a)	to Customer at such address it may notify to VECOS;
		(b)	to VECOS at Vecos USA, LLC, on its address as reflected above or as notified to Customer in writing; or
		(c)	to sales@vecos.com.
		<b>13. MISCELLANEOUS</b>	
		13.1	Any termination of the Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of this Section 13.1 and Sections 6, 7, 8.1, 9, 10, and 13 and any other provision which, by its terms, is understood to survive the termination or expiration of the Agreement.
		13.2	Nothing in the Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party the agent of the other Party for any purpose.
		13.3	The Agreement may be executed in any number of counterparts, all of which, taken together shall constitute one and the same agreement, and any Party (including any duly authorised representative of a Party) may enter into the Agreement by executing a counterpart.
		13.4	The Agreement represents the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and

oral, with respect to the subject matter of the Agreement. The Agreement expressly limits Customer's acceptance to the terms of the Agreement. The Agreement prevails over any terms or conditions contained in any other documentation and expressly excludes any of Customer's general terms and conditions or any other document issued by Customer in connection with the Agreement. The Agreement shall not be modified except by a written agreement accepted and signed by both Parties.

13.5 No amendment to the Agreement shall be binding on the Parties unless set out in writing, expressed to amend the Agreement and signed by authorised representatives of each of the Parties.

13.6 If any provision of the Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision.

13.7 The rights of each Party under the Agreement may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right is not a waiver of that right.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 This Agreement is governed by and shall be exclusively construed in accordance with the laws of the State of New York.

14.2 Any dispute arising out or in connection with the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the State of New York.

14.3 Section 14 shall also apply to disputes arising in connection with agreements which are connected with the Agreement, unless the relevant agreement expressly provides otherwise.

January 2023