

TERMS AND CONDITIONS FOR USE OF THE REPLENISHER SYSTEM

1. PREAMBLE:

These are the terms and conditions under which Edgemind is willing to supply Services to the Customer (the **"Conditions"**). Unless Edgemind otherwise agrees in writing, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by the Customer or Edgemind in concluding a Contract.

2. DEFINITIONS AND INTERPRETATION:

In these Conditions, **"Edgemind"** means Edgemind Applied IoT AB, registered in Falun, Sweden. **"Customer"** shall mean the party who has created an app account in the Replenisher system, either in the Site App, or in the Supplier App. **"Service"** means the current services that Edgemind supplied to the Customer by their using the Replenisher System Apps. **"POC"**, or point of consumption, is the container on which a Sensor Unit is mounted, and which's content is the product stock that the system is used to replenish. **"Contract"** means the Contract that comes into being between a Customer and Edgemind by the Customers concludent act of registering accounts and Sensor units in the Replensihier system. **"Sensor Unit License"** is the license to use a sensor Unit in the Replenisher system, that is subject to responsibility for monthly payment by the party that supplies product to the stock that the Sensor Units POC is associated with. **"Billing Cycle"** is the period between the first and last day of a month.

3. BINDING CONTRACT; PRIORITY OF CONDITIONS:

These terms and conditions are subject to change without prior notice at any time, at Edgeminds sole discretion. Service users should visit the terms and conditions page on the Service site periodically to review the current conditions, as they are binding on current users and account holders at all times. The terms and conditions may not be altered, supplemented, or amended by the use of any other document(s).

4. SERVICE:

Edgemind will supply to Customer currently available Services, subject to these Conditions, as implemented by individual Sensor Unit being connected to the Service. When a Sensor Unit is registered within the Replenisher Service (the Site App), customer acceptance is automatically inferred and license for that Sensor Unit is henceforth a Contract subject to these Terms and Conditions. Ownership of any Sensor Unit License is assumed by the party that acts as the supplier to the stock.

All Services are recurring and automatically renewed monthly. Fixed or limited time periods are not offered. Sensor Unit licenses are terminated and renewed automatically upon registration and deregistration of the individual Unit in the system.

Edgemind is not liable for the consignment dispatch practices of the Suppliers (vendors) that use the Service; replenishment of physical products is a responsibility shared between the Site App users and the Supplier App users. Data presented in the apps including, but not limited to, level readings, data relating to and generated using level readings, such as predictions and forecasting, are intended as indications for order and pispatch decisions. As Edgemind can not control the quality of the data input (stocktaking practice in the site app and keeping sensors active and in place), Edgemind can not guarantee it's accuracy.

5. PRICING AND PAYMENT:

Prices charged by Edgemind for Services will be those specified in the Replenisher Pricing Model, unless individual contracts state otherwise. Prices are subject to change. Prices shall be as posted, listed, or quoted by Edgemind from time to time. Value Added Tax and any other applicable taxes shall be paid by the Customer. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law. All amounts payable are payable in full and remitted back to Edgemind without offset or deduction for taxes.

App accounts and extra users are billed monthly in advance. Sensor Unit Licenses are billed after the fact, based on the highest License count of any single day of the billing cycle. Edgemind shall invoice Customer monthly in respect of recurring services unless otherwise agreed in writing. In the event of collection efforts, the Customer agrees to pay all collection and other costs incurred by Edgemind, including but not limited to, reasonable attorneys' fees. The Customer must submit any errors or mistakes on any invoices to Edgemind in writing within 30 days of receipt of such invoice but shall not withhold any disputed payments. When a dispute is resolved in favour of the Customer or the invoice has been rendered improperly, Edgemind will issue a credit note and/or a corrected invoice to the Customer. If the Customer is overdue with any payment due under the Contract then, without prejudice to any other right or remedy available to Edgemind, (a) the Customer shall be liable to pay interest on the overdue amount at the annual rate of eight percent (8%), which interest shall accrue on a daily basis from the date payment became overdue from the relevant invoice date until Edgemind has received payment of the overdue amount together with interest that has accrued; and (b) Edgemind reserves the right to suspend contractual performance until the Customer has rectified matters.

6. CANCELLATION AND TERMINATION:

Contract Services are terminated by deleting the corresponding item in the Apps: Deleting a POC terminates the Sensor Unit License contract. Deleting a User discounts the user from the user pool cost calculation. Deleting a Site or a Supplier account terminates the App license contract. Termination will be effective at the end of the then-current billing cycle. Termination shall be without prejudice to the rights of either party accrued at the date of termination including Edgemind's right to payment for services performed up to the date of termination.

7. DATA PROTECTION:

Users are bound by these conditions to preserve the secrecy of all confidential information of other parties which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for purposes other than contemplated by these Terms and Conditions. User organizations shall make sure that such obligations are observed by its employees, officers, agents and contractors. Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Terms used throughout this clause including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation. Personal data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Users are responsible for obtaining the consent of all Customer related data subjects whose personal data is provided to or otherwise made available to Edgemind or other users pursuant to these terms and conditions or any order. Users authorises Edgemind to engage sub-processors to the extent required for the performance of these terms and conditions and/or any order. Edgemind shall in respect of any personal data of the Customer processed under these terms and conditions to maintain such personal data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU Data Protection Legislation. Users authorises Edgemind to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform these terms and conditions, other legal obligations and/or for Edgemind's other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. A copy of Edgemind's privacy policy can be found on the company's website. Notwithstanding any other provision of these terms and conditions, Users agrees that Edgemind shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Users holds Edgemind harmless) in respect of the processing of personal data pursuant to a Product or Service (including cloud service) provided by a third party supplier of product or services transacted by Edgemind and where Edgemind is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between User and the third party provider.

February 14th, 2020