

Customer Agreement Releezme SaaS

Customer Agreement “Releezme SaaS” entered into on the date written in the signature blocks below;

Between:

1. [Client Name Here] a [private limited liability company] incorporated under the laws of Australia, (registered number [ABN # or other Business Registration #]), with its registered office at [Client Address Here] (Customer);

and

2. VECOS EUROPE B.V., a private limited liability company incorporated under the laws of the Netherlands (registered number 17084983), with registered office at Esp 237, 5633 AD Eindhoven, the Netherlands (VECOS);

Hereinafter referred to together as the Parties and individually as a Party.

Whereas

- A. VECOS is engaged in the worldwide sale of electronic locker management systems which consist of hardware and software;
- B. Customer has already obtained the hardware products, under the terms applicable thereto, required for the use of the electronic locker management system and now wishes to be provided with the Services (as defined below);
- C. Customer wishes to use VECOS' Releezme software and (optional) related (installation and support) services, which is hosted via a digital platform provided to VECOS by a Third Party, at this date being Microsoft Azure;
- D. Customer shall be responsible for the functional management of the services (e.g. configuration) under the agreement and VECOS shall be responsible for the technical management (e.g. uptime of SaaS solution) of the services under the agreement;
- E. Customer may have another agreement in place with VECOS or a third party for the provision of hardware and/or service related to the Services as provided by VECOS under the Agreement, and the Parties agree that this agreement is treated as an independent agreement that does not limit or amend such other agreements (and vice versa);
- F. Parties wish to work together on the terms and conditions as set out in this Customer Agreement, together with the Order, the Releezme SaaS Conditions and the Data Processor Agreement together the Agreement;

Now Therefore the Parties agree as follows:

Where:

Current CPI is the Consumer Price Index number for the quarter last published before the Review Date

Previous CPI is the Consumer Price Index number for quarter last published 12 months before the Review

Date:

Consumer Price Index means the Consumer Price Index - All Groups (Sydney) or the index officially substituted for it.

1. Definitions

1.1. In this Agreement the following capitalized terms shall have the following meaning:

Agreement means this Customer Agreement, together with the Order, the Releezme SaaS Conditions and the Data Processor Agreement;

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

Offer means an offer from VECOS to Customer, in which a specific description of the Services and Charges is provided, and which upon signing or explicit acceptance thereof by Customer will establish into the 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 accepted by Customer;

Releezme SaaS Conditions are the terms and conditions named Releezme SaaS Conditions and dated 1-10-2016 of VECOS, or any subsequent version thereof, which are applicable to this Customer Agreement;

Schedules the schedules attached to this Customer Agreement which form an integral part of the Agreement; and

Services means the services as set forth in the Order.

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2. Subject of the Agreement

2.1 VECOS shall provide the Services to Customer as detailed in the Order. The Order shall only be valid upon signing or acceptance of an Offer by Customer.

2.2 If the Customer wishes to purchase new or additional Services, it shall request from VECOS a new Offer. Upon signing or acceptance of such Offer by Customer, such Offer shall constitute a new Order, which shall be treated as a separate Agreement.

2.3 The Releezme SaaS Conditions (downloadable at www.releezme.com/SaaS-conditions) apply to this Agreement, the Offer, Order, the Data Processor Agreement, any potential subsequent offers and orders of Customer and to all Services provided by VECOS. Customer hereby declares to have received a copy of the Releezme SaaS Conditions and has provided consent to the content thereof. Irrespective of what has been agreed in the Offer and/or Order, Parties hereby explicitly reject the applicability of any (purchase) conditions of Customer.

2.4 Subject to article 2.3, in the event of any conflict between the agreements made between the Parties, the following order of ranking shall determine which agreement prevails:

- i. This Customer Agreement;
- ii. the Releezme SaaS Conditions;
- iii. the Order; and
- iv. the Data Processor Agreement.

3. Term and Termination

3.1 This Agreement shall come into effect on the date of signing thereof by the Parties and shall continue for an initial period of five years. After the initial period, the Agreement shall automatically be extended for subsequent renewal periods of one year unless terminated by either Party upon three months written notice to the other Party before the end of the initial period or a renewal period, as the case may be.

This Agreement has been signed by the Parties on the date written below.

FOR CUSTOMER

Name and Title

Date

Place

FOR VECOS

Name and Title

Date

Place

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Schedule 1: Order

FOR CUSTOMER

Name and Title

Date

Place

FOR VECOS

Name and Title

Date

Place

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Schedule 2: Order Data Processor Agreement

1. Definitions and Interpretation

This Data Processor Agreement is a schedule to the Agreement pursuant to which the Customer – acting as a Data Controller – engages VECOS as a Processor. This Schedule is only applicable if the Customer is a Data Controller that is subject to the GDPR. Terms used in this Schedule have the same meaning as those used in the Agreement, unless explicitly provided otherwise in Clause 19 (Definitions of this Data Processor Agreement). If there are any conflicts between this Annex and the Agreement on the subject of data privacy, the Annex prevails.

1.1 If the Customer wishes to purchase new or additional Services, it shall request from VECOS a new Offer. Upon signing or acceptance of such Offer by Customer, such Offer shall constitute a new Order, which shall be treated as a separate Agreement.

2. Subject and Duration of the Processing

2.1 VECOS shall only Process Personal Data on documented instructions from the Customer and for purposes authorised by the Customer.

2.2 The Customer hereby instructs VECOS to Process Personal Data in accordance with the specifications set out in this Annex.

2.3 VECOS may not Process Personal Data for its own purposes without the prior written consent of the Customer. If VECOS Processes Personal Data for its own or other purposes, VECOS is the Data Controller in respect of such Processing and is subject to Applicable Data Protection Laws.

2.4 When carrying out its obligations under the Agreement, VECOS shall comply with Applicable Data Processor Law. VECOS shall deal promptly and appropriately with requests for assistance from the Customer to ensure compliance of the Processing with Applicable Data Protection Law.

3. Nature and Purpose of the Processing

The nature and purpose of the Processing of Personal Data by VECOS is the Processing of Personal Data necessary for the use and support of the smart locker system provided by VECOS to the Customer.

4. Definitions and Interpretation

The types of Personal Data which will be Processed are: identification information, location information and usage data, among which: name and address details, contact details such as e-mail, phone number, personnel registration number, access records (usage of the locker: which locker from which duration, opening and closing time of the locker door), badge number of lockers used (typically the building access card) with a start and end date of use and a 'friendly' name on the badge. For Individuals that use a mobile phone, the unique id of the phone together with the brand, operation system and operating system version number.

4.1 The categories of Individuals that of which Personal Data will be processed by VECOS:

Users of the smart locker system provided by VECOS to the Customer, such as employees and guests of the Customer, system operators.

5. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, VECOS shall implement appropriate technical, physical and organisational security measures appropriate to the risk, in particular to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised Disclosure or access, and against all other forms of unlawful Processing including, but not limited to, unnecessary collection or further Processing.

6. Non-Disclosure and Confidentiality

6.1 VECOS shall keep Personal Data confidential and shall not Disclose Personal Data in any way to any Employee or Third Party without the prior written approval of the Customer, except where (i) the Disclosure is required for the performance of the Processing, or (ii) where Personal Data need to be Disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes.

6.2 VECOS shall provide Employees access to Personal Data only to the extent necessary to perform the Processing. VECOS shall ensure that any Employee it authorises to have access to Personal Data Processed on behalf of VECOS commit themselves to the confidentiality and security of the Personal Data.

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7. Sub-Processors

7.1 The Customer hereby provides VECOS with a general authorisation to engage Sub-Processors. VECOS remains fully liable to the Customer for the Sub-Processor's performance of the contract, as well as for any acts or omissions of the Sub-Processor in regard to its Processing.

7.2 Vecos engages Microsoft (Azure platform) and Sioux Embedded Systems B.V. (support and software development) as sub-processors. VECOS shall inform the Customer of any intended changes concerning the addition or replacement of Sub-Processors.

8. Audit and Compliance

8.1 VECOS shall only Process Personal Data on documented instructions from the Customer and for purposes authorised by the Customer.

8.2 The Customer hereby instructs VECOS to Process Personal Data in accordance with the specifications set out in this Annex.

- a. give VECOS reasonable notice of the intention to perform an audit pursuant to Clause 8.1;
- b. procure that its representatives and nominees conducting the audit comply with VECOS's reasonable confidentiality and health and safety regulations, as notified by VECOS to the Customer; and
- c. procure that its representatives and nominees conducting the audit use reasonable efforts to minimise any disruption to VECOS's business caused by the performance of the audit.

9. Inspection or Audits by Public Authorities

VECOS shall submit its relevant Processing systems, facilities and supporting documentation to an inspection or audit relating to the Processing by a competent public authority if this is necessary to comply with a legal obligation. In the event of any inspection or audit, each Party shall provide all reasonable assistance to the other Party in responding to that inspection or audit. If a competent public authority deems the Processing in relation to the Agreement unlawful, the Parties shall take immediate action to ensure future compliance with Applicable Data Protection Law and Applicable Data Processor Law.

10. Audit and Compliance

10.1 VECOS shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or other (member states of the) European Union's data protection provisions.

10.2 VECOS shall inform the Customer without undue delay, and in any case within 48 hours, if it:

- a. receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing, except where VECOS is otherwise prohibited by law from making such disclosure;
- b. intends to Disclose Personal Data to any competent public authority; or
- c. detects or reasonably suspects that a Data Security Breach has occurred.

10.3 In the event of a Data Security Breach, VECOS shall promptly take adequate remedial measures. Furthermore, VECOS shall promptly provide the Customer with all relevant information as requested by the Customer regarding the Data Security Breach. VECOS shall fully cooperate with the Customer to develop and execute a response plan to address the Data Security Breach. VECOS shall at the request of the Customer cooperate in adequately informing the Individuals involved.

11. Cooperation, Complaints, Requests and Enquiries

11.1 VECOS shall deal promptly and appropriately with inquiries of the Customer related to the Processing under the Agreement.

11.2 VECOS shall promptly inform the Customer of any complaints, requests or enquiries received from Individuals, including but not limited to requests to access, correct, delete, block or restrict access to their Personal Data or receive a machine-readable copy thereof. At the Customer's request, VECOS shall assist the Customer with fulfilling its obligation to respond to such complaints, requests or enquiries. VECOS shall not respond to the Individual directly except where specifically instructed by the Customer.

12. Assistance When Conducting Pias

VECOS shall, at the Customer's costs and expense, assist with the Customer when conducting any data protection impact assessments in connection with the performance of this Agreement.

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13. Register

VECOS will keep a register of all categories of Processing activities. If requested, the Customer or VECOS will make this register available to the competent public authority.

14. Notification of Non-Compliance and Right to Suspend or Terminate

VECOS will keep a register of all categories of Processing activities. If requested, the Customer or VECOS will make this register available to the competent public authority.

14.1 VECOS shall promptly notify the Customer if VECOS:

- i. cannot for any reason comply with its obligations under this Annex; or
- ii. becomes aware of any circumstance or change in Applicable Data Processor Law that is likely to have a substantial adverse effect on VECOS's ability to meet its obligations under this Annex.

15. Cooperation, Complaints, Requests and Enquiries

15.1 The liability of VECOS for damages resulting from or in connection with a breach of this Data Processor Agreement or for any breach by it of Data Protection Laws, will not exceed the aggregate of 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. The scope of damages resulting from or in connection with a breach of this Data Processor Agreement or for any breach by it of Data Protection Laws will not be limited by the Releezme SaaS Conditions.

15.2 Subject to Clause 15.4 of this Data Processor Agreement, VECOS agrees to indemnify the Customer on first written demand for and against any claim, fine or penalty by any person (including supervisory authorities) alleging that the processing of Personal Data by VECOS infringes any Data Protection Laws, or alleging that the Customer has breached any Data Protection Laws and such infringement or breach is attributable to VECOS's breach of this agreement.

15.3 Subject to Clause 15.4 of this Data Processor Agreement, VECOS agrees to indemnify the Customer on first written demand for and against any costs resulting from or in connection with a Security Breach, if and to the extent such Security Breach is caused by or attributable to a breach by VECOS of the Agreement, including the breach of any obligation to protect Personal Data under the Agreement.

15.4 In no event shall the total aggregate liability of VECOS under the Data Processor Agreement (including any indemnifications under Clauses 15.2 and 15.3 and under any other agreement between VECOS and the Customer) exceed the aggregate of 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.

16. Cooperation, Complaints, Requests and Enquiries

16.1 All Personal Data shall be immediately returned to the Customer and/or deleted upon the Customer's first request. VECOS shall not retain Personal Data any longer than is necessary for the purposes of performing its obligations under the Agreement.

16.2 Upon termination of the Agreement, VECOS shall, at the option of the Customer, return the Personal Data and copies thereof to the Customer and/or shall securely destroy such Personal Data, except to the extent the Agreement or Applicable Processor Law provides otherwise. In that case, VECOS shall no longer Process the Personal Data, except to the extent required by the Agreement or Applicable Data Processor Law. The Customer may require VECOS to promptly, and in any case within five (5) business days, confirm and warrant that VECOS has returned, deleted and/or destroyed all copies of Personal Data. VECOS shall, at the request of the Customer, allow its Processing facilities to be audited to verify that VECOS has complied with its obligations under this Clause 16.2.

17. Transfer

VECOS shall not transfer Personal Data to any country outside the EEA or make any Personal Data accessible from any such country without the prior written consent of the Customer.

18. Notices

All notices, confirmations and other statements made by the parties in connection with this Annex shall be in writing and shall be sent by e-mail to the address as provided to each other by the parties.

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19. Definitions

In this Annex:

Agreement means the Customer Agreement "Releezme SaaS" between VECOS and the Customer;

Affiliate means in relation to either party the ultimate parent company of that party and any company, partnership or legal entity of which the ultimate parent company directly or indirectly owns more than 50% of the issued share capital or otherwise directs the activities of such other legal entity;

Applicable Data Processor Law means the Data Protection Laws that are applicable to a Data Processor;

Applicable Data Protection Law means the Data Protection Laws applicable to a Data Controller;

Data Controller means the entity or natural person which alone or jointly with others determines the purposes and means of the Processing;

Data Processor means the entity or natural person which Processes Personal Data on behalf of a Data Controller;

Data Protection Law means (i) the GDPR, and (ii) all laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the Processing, including without limitation security requirements for, and the free movement of, Personal Data;

Data Security Breach means the accidental or unlawful destruction, loss, alteration, unauthorised Disclosure of, or access to the Personal Data of an Individual;

Disclosure means any form of disclosure of Personal Data to (including remote access by) any Employee or any Third Party. Disclose and Disclosed are to be construed accordingly;

EEA means all member states of the European Union, Iceland, Liechtenstein, Norway and, for the purposes of the Annex, Switzerland;

Employee means any employee, agent, contractor, work-for-hire or any other person working under the direct authority of VECOS;

GDPR means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Individual means any individual whose Personal Data is Processed by VECOS as a Processor on behalf of the Customer in the course of the performance of the Agreement;

Personal Data means any information relating to an identified or identifiable individual that is Processed by VECOS on behalf of the Customer in the course of the performance of the Agreement;

Processing means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organisation, alteration, use, Disclosure (including the granting of remote access), transmission or deletion of Personal Data. Process and Processed are to be construed accordingly;

Sub-Processor means (i) any Third Party, including VECOS's Affiliates, engaged by VECOS that Processes Personal Data under the instruction or supervision of VECOS; and

Third Party means any party other than the parties to the Agreement.

Signature page follows

FOR CUSTOMER

Name and Title

Date

Place

FOR VECOS

Name and Title

Date

Place