General Terms of Service for Access to NUS WMS SaaS

APPROVED by order of the Director of BILYI VITER WEB STUDIO LLC

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Kryvyi Rih, Ukraine

Preamble

These General Terms set out the procedure under which **BILYI VITER WEB STUDIO LIMITED LIABILITY COMPANY** (hereinafter the "**Provider**") provides services of access to the NUS WMS Service (hereinafter the "**Services**") and apply to every agreement concluded by accession to a public offer of the Provider that designates these General Terms as its integral part (hereinafter the "**Market Offer**"). A person who has acceded to a Market Offer is the "**Client**"; the Provider and the Client together are the "**Parties**" and each of them a "**Party**".

The agreement between the Provider and the Client (hereinafter the "**Agreement**") consists of the Market Offer to which the Client has acceded, these General Terms in the edition specified in the Market Offer, and the Pricing. The words "Agreement" and "Offer" in these General Terms mean the Agreement so composed. In case of conflict between the Market Offer and these General Terms, the Market Offer prevails. References to clauses and Sections without naming a document mean clauses and Sections of these General Terms.

I. Terms and Definitions

1.1. Service / NUS WMS means the WMS (Warehouse Management System) class software product owned by the Provider, made available to the Client as an online service (Software-as-a-Service) over the Internet at https://app.wms.com.ua and other technical addresses announced by the Provider. The Service includes the NUS WMS client applications for Android, iOS, macOS, Windows and Linux and the web client (hereinafter the "**applications**"). The applications are a means of access to the Services; the Provider makes them available free of charge in the App Store, Google Play and on the Provider's website https://wms.com.ua.

1.2. Customer Portal means the secure web interface of the Service available to the Client after authentication, through which the Client orders Services, creates and manages Tenants, manages Users and the allocation of accesses and Offline Devices between Tenants, and receives Invoices, closing documents and notices of the Provider.

1.3. Account means the set of the Client's identification data in the Service, within which the Client creates one or more Tenants and to which the Users, the paid Services and the Storage Volume are linked. All limits of the ordered Services (the number of accesses of each type, the Storage Volume, the number of Tenants, the number of Offline Devices) are set at the Account level.

1.4. User means a person to whom the Client has issued an identifier and password for access to the Service within its Account. A User may be a natural person — an employee or other representative of the Client — or a **technical user** (a "service account") created by the Client for automated integrations between the Service and the Client's own information systems.

1.5. Tenant means a separate database of the Client within the Account that contains the data, settings and configurations of one warehouse, legal entity or other accounting perimeter of the Client and is separated from the data of other Clients and other Tenants at the database level. The Client may have several Tenants within one Account in accordance with clause 2.7.

1.6. Concurrent Access means an access type that sets the maximum permitted number of simultaneous active sessions in the Service; the pool of sessions floats between Users; sessions on Offline Devices are not counted (clause 3.10.2). The number of Concurrent Accesses is ordered for the Account and allocated by the Client between its Tenants in accordance with clause 3.1.

1.7. Named Access means an access type assigned to a specific User who is a natural person; it allows one active session of that User at a time. The number of Named Accesses equals the number of natural persons whom the Client has enabled to log in to the Service, except for logging in on Offline Devices, which requires no accesses (clause 3.10.2). The number of Named Accesses is ordered for the Account and allocated by the Client between its Tenants in accordance with clause 3.1.

1.8. Pricing means the document "NUS WMS Pricing" published by the Provider at https://wms.com.ua/en/legal/pricing-en, which is an integral part of the Agreement; the Pricing applies in its edition in force. The Pricing has its own version and effective date.

1.9. Trial Terms means the document "NUS WMS Trial and Demo Environment Terms" published at https://wms.com.ua/en/legal/trial-terms-en, which governs the provision of free trial access and the use of the Demo Environment. The Trial Terms have their own version and may be amended separately from this Agreement.

1.10. Trial means free access to the Service limited in time and scope on the terms of the "Trial Terms" document.

1.11. Demo Environment means a separate technical instance of the Service filled with demonstration data, with a full nightly database reset, intended for getting acquainted with the functionality of the Service without concluding this Agreement.

1.12. Acceptance means the Client's full and unconditional acceptance of the terms of the Market Offer together with these General Terms and the Pricing in the manner provided for by the Market Offer.

1.13. Electronic Transaction means a legal transaction in the form of an electronic document made in the manner provided for by the Law of Ukraine "On Electronic Commerce" and the Law of Ukraine "On Electronic Documents and Electronic Document Management".

1.14. Billing Period means the period for which the Services are paid: 1 (one) calendar month or 12 (twelve) calendar months at the Client's choice, calculated from the start of the paid term to the hour (clauses 3.3, 3.4).

1.15. Service Credit means an amount calculated in EUR equivalent that is credited to the Client's Account in the cases expressly provided for by this Agreement (in particular, clause 3.6.2 — the excess of the unused balance of paid Services on reconfiguration; clause 6.3 — on failure

to meet the guaranteed SLA), is applied automatically and with priority to the Provider's subsequent Invoices within the same Account, is valid for 12 (twelve) months from the day it is credited, bears no interest and **cannot be paid out to the Client in monetary form**.

1.16. Abbreviations: "CC" — the Civil Code of Ukraine; "PDP Law" — the Law of Ukraine "On Personal Data Protection"; "E-Commerce Law" — the Law of Ukraine "On Electronic Commerce"; "NBU" — the National Bank of Ukraine; "Currency Law" — the Law of Ukraine "On Currency and Currency Operations".

1.17. Technical Access means an access type assigned to a technical user (a "service account") created by the Client solely for automated integrations between the Service and the Client's own information systems. A natural person may not log in to the Service as a technical user. Technical Accesses beyond the base one (clause 3.1) are ordered for the Account; all Technical Accesses are allocated by the Client between its Tenants in accordance with clause 3.1.

1.18. Storage Volume means the maximum total size of the Client's data in the Service, set for the Account and shared by all Tenants of the Client. The used Storage Volume includes the size of the databases of all Tenants of the Account and the size of their Backups. For the purposes of this Agreement and the Pricing, 1 (one) GB equals 1,073,741,824 (2^{30}) bytes.

1.19. Backup means a copy of a Tenant's database that the Provider creates regularly and automatically to restore the Tenant's data in the cases provided for by this Agreement, and keeps under a standard rotation cycle.

1.20. Tenant Type means the purpose of a Tenant that determines how Section VI applies: **PROD** (production accounting), **TEST** (testing), **DEV** (development and integration set-up) or **DEMO** (demonstration and training). The type is chosen by the Client when creating the Tenant. A TEST or DEV Tenant may be switched by the Client to PROD; a PROD Tenant does not change its type; the DEMO type is set only when the Tenant is created and does not change.

1.21. Tenant Maintenance Window means the daily time interval within which the Provider carries out scheduled technical work on a PROD Tenant in accordance with clause 6.4. The standard Tenant Maintenance Window is from 02:00 to 05:00 in the time zone set for the Tenant. The Client may set its own Tenant Maintenance Window of at least 2 (two) hours in the Customer Portal; changing the Tenant Maintenance Window does not affect scheduled work already announced by the Provider.

1.22. Resident / Non-resident means the status of the Client within the meaning of Article 1 of the Currency Law. Residents include, in particular: a legal entity with its registered seat in Ukraine; an individual entrepreneur registered in Ukraine; a separate subdivision of a foreign legal entity in Ukraine carrying on business activity; a natural person permanently residing in Ukraine, regardless of citizenship. Non-residents include, in particular, a legal entity with its registered seat outside Ukraine (including where its members are residents) and a natural person permanently residing outside Ukraine, including a citizen of Ukraine. The Client declares its status at Acceptance and is responsible for its accuracy; the status determines which Market Offer the Client accedes to.

1.23. Invoice means the Provider's document for payment for the Services: under the Offer for Residents of Ukraine — a *rakhunok-faktura*; under the Offer for Non-residents — the Invoice which is at the same time the primary document confirming the Services rendered (Section VI of that Offer).

1.24. Advance Payment means funds paid by the Client for Services that have not yet been activated, in particular for a Scheduled Order cancelled or replaced before its start, and under an Invoice that has expired. An Advance Payment is not a Service Credit, does not reduce the amount of an Invoice, has no expiry, is applied towards payment of subsequent Invoices and is refunded at the Client's written request (clause 3.6.3).

1.25. Unpaid Usage means the value of Services in excess of those paid for, provided under an order activated before payment that was not paid by the Payment Deadline (clause 3.3.1(e)). Unpaid Usage is included in the next Invoice and is not claimed for payment separately (clause 3.3.1(f)).

1.26. Payment Deadline means the moment by which an order activated before payment must be paid (clause 3.3.1(a)); it is stated in the Invoice.

1.27. Scheduled Order means an order of Services or of a reconfiguration with a start date in the future (clause 3.3.2).

1.28. Offline PDT Mode means the Service under which the Provider prepares, encrypts and synchronises the data of the Tenant's assigned warehouse between the Service and the Client's portable data terminal (PDT), accepts and posts in the Service the operations entered on the PDT without a connection to the Service, and keeps account of the Offline Devices of the Account. Without a connection, the NUS WMS application for Android performs the operations on the PDT on an encrypted local copy of that data and transmits them to the Service once the connection is restored (clause 3.10).

1.29. Offline Device means a PDT on which Offline PDT Mode is enabled in the Service. The number of Offline Devices is ordered for the Account and allocated by the Client between its Tenants in accordance with clause 3.10.1.

1.30. Offline Duration Limit means the maximum time since an Offline Device's last successful connection to the Service during which new operations can be entered on it (clause 3.10.6).

1.31. User Access means Concurrent Access or Named Access (clauses 1.6, 1.7): an access under which Users who are natural persons log in to the Service. Technical Access (clause 1.17) and Offline Devices (clause 1.29) are not User Accesses: the former serves automated integrations only, the latter are the unit of Offline PDT Mode, counted per device rather than per User (clauses 3.10.1, 3.10.2).

II. Registration. Customer Portal

2.1. To receive the Services, the Client registers in the Service at https://app.wms.com.ua.

2.2. On registration, the Client provides accurate and complete information about itself to the extent determined by the Offer of the relevant market.

2.3. The Client shall keep its registration data up to date and update it in the Customer Portal whenever it changes.

2.4. The Client shall itself ensure the confidentiality of its login and password and of the logins and passwords of all Users to whom it grants access. All actions performed under the credentials of the Client or a User are deemed to be performed by the Client. The Client takes into account that **any User of the Account** can create and delete Tenants, allocate accesses between Tenants

and view Storage Volume usage in the Customer Portal; managing the list of Users (creation, deactivation, change of access level) is available only to Users with the "Owner" or "Administrator" access level of the Account.

2.5. The Provider recommends that the Client enable two-factor authentication (2FA) for all Users. The Provider may introduce mandatory 2FA for administrative Users by a separate edition of this Agreement or of the Trial Terms.

2.6. Upon a reasonable suspicion that an account has been compromised, the Provider may temporarily suspend access to the Service, immediately notifying the Client of the reasons and further steps.

2.7. Tenants. The Client itself creates Tenants in the Customer Portal within the number included in the Account under the Pricing. Creating a Tenant above that number is technically not possible; the Tenant limit is increased upon a separate request of the Client to support@wms.com.ua on terms agreed by the Parties. A Tenant deleted by the Client is kept for **30 (thirty) calendar days** in a pending-deletion state from which the Client can restore it in the Customer Portal, and **counts towards the Tenant limit throughout that time**; after this period expires (or earlier — upon the Client's express instruction in the Customer Portal) the Tenant's database is irreversibly deleted, and its Backups within 7 (seven) calendar days thereafter. Accesses allocated to the deleted Tenant return to the Account pool.

III. Provision of the Services

3.1. Access types. The Service is provided in three access types, which the Client may combine:

- **Concurrent Access** — guarantees simultaneous active work in the Service of the number of sessions set by the order, regardless of the number of Users created. The pool of sessions floats between Users.
- **Named Access** — is assigned to a specific User who is a natural person; allows one active session of that User at a time.
- **Technical Access** — is assigned to a technical user for automated integrations (clause 1.17).

Accesses of all types are ordered **for the Account** and form a single pool. The Client itself allocates the ordered accesses of each type between its Tenants in the Customer Portal; the total accesses of each type allocated to Tenants may not exceed the ordered number. Re-allocation of accesses between Tenants is not a reconfiguration of the Services within the meaning of clause 3.5 and is free of charge. By default, the whole pool of accesses is allocated to the first Tenant created in the Account. One Technical Access is included in every configuration of the Services of the Account at no additional charge (the **base Technical Access**); Technical Accesses beyond it are ordered and paid for in accordance with the Pricing. Offline Devices (clause 3.10) are not User Accesses (clause 1.31) and are not part of the pool of accesses: they are ordered and allocated between Tenants separately, in the same manner.

3.2. Storage Volume. The Storage Volume is set **for the Account** and is shared by all Tenants of the Client; no separate volume limits are set per Tenant. The size of the base Storage Volume included in the Services at no extra charge, and the list and prices of additional volume packages, are determined by the Pricing in force.

3.2.1. The Provider calculates the used Storage Volume as the sum of the size of the databases of all Tenants of the Account and the size of their Backups (clause 1.18) and displays it in the Customer Portal. The Provider updates this value periodically — **once an hour**; changes in the actual size of data (including its deletion by the Client) are reflected in the used Storage Volume only after the next recalculation. On reaching **80%**, **90%** and **100%** of the ordered Storage Volume, the Provider sends a notice to the email addresses of all Users of the Account.

3.2.2. When **100%** of the ordered Storage Volume is reached or exceeded, **all Tenants of the Account are switched to read-only mode**: entering new data and changing existing data are blocked, while viewing data remains available. Read-only mode is lifted automatically once the Client has increased the Storage Volume by reconfiguration (clause 3.5) or reduced its data so that usage falls below the ordered Storage Volume. A reduction of data is taken into account following the next recalculation under clause 3.2.1, so read-only mode is lifted not immediately after the data is deleted but within an hour thereafter. Time spent in read-only mode for this reason is not downtime within the meaning of Section VI and gives no right to a Service Credit.

3.2.3. A Tenant is restored from a Backup (including the creation of a new Tenant from a copy) only if, after the restoration, the used Storage Volume does not exceed **90%** of the ordered one; otherwise the Client first increases the Storage Volume by reconfiguration (clause 3.5) or reduces its data.

3.3. Activation of the Services. Paid term. The Provider activates the ordered Services no later than 1 (one) business day after the relevant Invoice is paid — by the funds being credited to the Provider's account or by the set-off of the Advance Payment (clause 3.6.3), and a paid Scheduled Order at the moment of its start (clause 3.3.2). An order for which no Invoice is issued is activated in accordance with clause 3.6.4. The Services are deemed provided from the moment of their activation, not from the moment the Client actually uses them. The Client's non-use of activated Services is no ground for refunding the funds paid.

The paid term of the Services starts at the beginning of the first full hour after the moment of their activation; the incomplete hour of activation is provided to the Client free of charge (for example, for Services activated at 14:37, the paid term starts at 15:00). All terms and calculations under this Agreement are made to the hour, and the boundaries of terms fall on the beginning of an hour. Time in this Agreement is Kyiv time unless stated otherwise. The duration of terms is calculated in astronomical hours, so the switch to summer or winter time changes the number of hours in the relevant term.

3.3.1. Activation before payment. At the Client's request, the Provider may activate a new order or a reconfiguration (clause 3.5) before it is paid, including at the moment a Scheduled Order starts (clause 3.3.2). Such activation is a right, not an obligation, of the Provider: the Provider may refuse it without giving reasons. In case of activation before payment:

a) the paid term of the Services starts under clause 3.3 from the moment of activation, and the Client pays for the Services for the whole of that term, including the time before payment. The **Payment Deadline** is 24:00 of the day falling 10 (ten) calendar days after the day the paid term starts, unless the Invoice sets another period of between 1 (one) and 30 (thirty) calendar days. The Payment Deadline is stated in the Invoice;

b) the Invoice for such an order remains valid until 24:00 of the 30th (thirtieth) calendar day after the day of the Payment Deadline, regardless of the Invoice validity period set by the Market Offer;

c) until paid, a reconfiguration is provisional: the paid Services of the previous configuration are not deemed terminated, and their unused balance (clause 3.6.1) is calculated only after payment — as at the moment of reconfiguration;

d) if payment has not been received by the Payment Deadline, the new order or the reconfiguration is cancelled at that moment. For a reconfiguration, the previous configuration is restored within its paid term. If there is no paid configuration or its paid term has expired, the Tenants of the Account remain in read-only mode under clause 14.6(b) for 7 (seven) twenty-four-hour periods from the Payment Deadline, after which access is blocked under clause 14.6(c), and the data retention period under clause 14.5 is counted from the moment of blocking;

e) for the time from the start of the paid term to the Payment Deadline, the Client is charged **Unpaid Usage** — only for Services in excess of those paid for, separately for each Service:

`Unpaid_Usage = Σ max(0, quantity_ordered − quantity_paid) × monthly_rate / 730 × hours`,

where **quantity ordered** is the number of units of the Service in the unpaid order; **quantity paid** is the number of units of the same Service in the paid configuration in effect during those hours (zero for hours when there was no paid configuration); **monthly rate** is the price of a unit of the Service per month **without the annual discount** under the Pricing in force on the date the Invoice is issued; **730** is the average number of hours in a month (8760 / 12). Unpaid Usage is calculated in EUR equivalent and rounded to EUR 0.01;

f) Unpaid Usage is included as a separate line in any subsequent Invoice of the Provider within the Account — for a renewal, a reconfiguration or a new order — and is not claimed for payment separately. If the Client orders no Services before the data is deleted under clause 14.5, the claim for Unpaid Usage lapses;

g) payment is deemed made on the day the funds are credited to the Provider's account according to the bank statement, regardless of the day the Provider processes them. If the funds are credited no later than the day of the Payment Deadline but the cancellation under item (d) has already taken place, the Provider restores the order with the original start of the paid term, Unpaid Usage is annulled, and the end date (clause 3.4) is postponed by the length of time from the Payment Deadline to the restoration. If the funds are credited later but within the validity of the Invoice under item (b), the Provider restores the order with the original start of the paid term without postponing the end date, and Unpaid Usage is annulled. Funds credited after the Invoice has expired or after the Client has placed another order are an Advance Payment (clause 1.24);

h) if before the Payment Deadline the Client orders another configuration, the unpaid order is cancelled and the Invoice for it ceases to be valid. The Invoice for the new order includes the value of the used time of the cancelled order — separately for each Service: `max(0, quantity_ordered − quantity_paid) × unit_price × used_hours / term_hours`, where **unit price** is the price of a unit of the Service under the Invoice for the cancelled order (with the annual discount, if applied in it), **used hours** are from the start of the paid term of the cancelled order to the moment of reconfiguration under the new order, and **term hours** are the number of hours of the ordered term of the cancelled order;

i) the Provider notifies the Client by email to the Users with the "Owner" and "Administrator" access levels and in the Customer Portal: at the moment of activation — of the Payment Deadline and the consequences of non-payment, in particular the charging of Unpaid Usage without the annual discount; 3 (three) days and 1 (one) day before the Payment Deadline — of the amount of Unpaid Usage as at the date of the notice; at the Payment Deadline — of the cancellation of the order and the amount of Unpaid Usage; on restoration under item (g) — of the restoration.

3.3.2. Scheduled Order. The Client may order Services or a reconfiguration with a start date in the future (a **Scheduled Order**). The start of a Scheduled Order is, at the Client's choice, 00:00 of the chosen date or the end date of the current configuration (clause 3.4). No interruption in the provision of the Services is allowed: if a configuration is in effect in the Account, the start may not be later than its end date, and during the periods under clause 14.6 no Scheduled Order is placed — the Client orders a reconfiguration under clause 3.5(e). A Client that has no current configuration chooses the start date without this restriction.

a) A paid Scheduled Order is activated at the moment of its start. Before the start, funds paid for it are an Advance Payment (clause 1.24).

b) If a Scheduled Order has not been paid before its start, it is activated at the moment of its start before payment if the Provider has agreed to the Client's request under clause 3.3.1, and otherwise after payment under clause 3.3, in which case the paid term runs from the moment of such activation (except in the case of item (d)).

c) Only one Scheduled Order may exist at a time. A new Scheduled Order, or cancellation by the Client before the start, cancels the previous Scheduled Order; amounts paid for the cancelled order remain an Advance Payment.

d) A Scheduled Order starting at the end date continues the Services without interruption in the new configuration or with the new billing frequency. In that case the previous configuration is used in full: there is no unused balance, and the recalculation under clause 3.6.1(b) on switching from the annual to the monthly Billing Period does not apply. The paid term of the new configuration starts at the end date; if the order is paid after it, clause 14.6 applies, and the paid term is likewise counted from the end date (clause 14.6(d)). For example, if an annual term ends on 10 January 2027 at 13:00, a Scheduled Order with monthly billing starting at the end date runs from 10 January 2027 13:00 to 10 February 2027 13:00, and the annual discount for the past year is retained.

3.4. Single end date. All active Services within the Client's Account have a **single end date** — the moment falling at the end of the chosen term (1 month or 12 months) after the start of the paid term at the same hour (for example, for a monthly term starting on 01.09 at 15:00, the end date is 01.10 at 15:00); if the last month has no corresponding day, the end date is the last day of that month at the same hour. The composition, volume and billing frequency of the Services are changed only by reconfiguration under clause 3.5, which sets a new single end date for all Services.

3.5. Reconfiguration of the Services. At any moment of a paid Billing Period, the Client may order in the Customer Portal or by contacting the Provider a **new target configuration of the Services** (hereinafter a "**reconfiguration**"): the number of Named, Concurrent and Technical

Accesses, the additional Storage Volume package and the number of Offline Devices. Any Service may thereby increase, decrease or disappear; the Client may also choose another billing frequency (1 month or 12 months).

a) **Price of the reconfiguration** = price of the new configuration for the full chosen term under the Pricing in force on the date the Invoice is issued − the unused balance of paid Services (clause 3.6.1) − available Service Credits (clause 3.6.2). The Advance Payment does not reduce the price of the reconfiguration and is applied towards payment of the Invoice for it (clause 3.6.3).

b) **The moment of reconfiguration** is the moment for which the Invoice or the Order Confirmation (clause 3.6.4) is calculated: the beginning of the first full hour after the order is placed, and for a Scheduled Order — its start (clause 3.3.2). The unused balance is calculated as at the moment of reconfiguration. The reconfiguration takes effect after the Invoice is paid (clause 3.3) or, where no Invoice is issued, in accordance with clause 3.6.4; until then the Services are provided in the previous configuration. If the Invoice is not paid within its validity period set by the Market Offer, the reconfiguration does not take place, and the Services continue to be provided in the previous configuration. For a reconfiguration activated before payment, the moment of reconfiguration is the start of its paid term, and the validity of the Invoice for it and the consequences of non-payment are determined by clause 3.3.1.

c) A reconfiguration **always sets a new term for all Services** — the chosen term from the start of the paid term of the new configuration (clause 3.3) with a single end date (clause 3.4). Units absent from the new configuration cease to be provided, and added units are provided from the moment the reconfiguration takes effect.

d) Any order of Services and any new configuration must contain at least one User Access (clause 1.31); the base Storage Volume and the base Technical Access (clause 3.1) are always retained. Full cancellation of the Services is not a reconfiguration: the Client simply does not renew the Services (clause 14.3).

e) A reconfiguration is also possible after the end date — during the periods under clause 14.6(a) — (c) and the data retention period under clause 14.5. In that case there is no unused balance, and the **price of the overdue period** is added to the price of the reconfiguration — from the end date to the moment of reconfiguration: the price of the previous configuration at the previous billing frequency under the Pricing in force × the number of hours of the overdue period / the number of hours of the Billing Period that would have started at the end date. If the edition of the Agreement has changed, the Client performs Acceptance of the edition in force again.

3.6. Unused balance. Service Credit. Advance Payment. Funds paid for activated Services are **not refunded** in monetary form in any case. The unused balance of paid Services is set off against the price of a reconfiguration, and its excess over the price of the new configuration is credited to the Client as a **Service Credit** (clause 1.15). An Advance Payment (clause 1.24) is refunded in accordance with clause 3.6.3.

3.6.1. Calculation of the unused balance. The balance is calculated as at the moment of reconfiguration (clause 3.5(b)) separately for each paid unit of a Service, by hours. **Paid per unit** means the EUR equivalent of the amount paid for it at the rate applied in accordance with the Market Offer in the Invoice by which the Client paid for that unit; for an amount paid in EUR — that amount itself; for a unit ordered without an Invoice (clause 3.6.4) — its EUR price stated in the Order Confirmation.

a) If the billing frequency does not change or changes from monthly to annual:

`unit_balance = paid_per_unit × unused_hours / paid_term_hours`,

where **paid term hours** are from the start of the unit's paid term to the end date, and **unused hours** are from the moment of reconfiguration to the end date.

b) On **switching from the annual to the monthly** Billing Period, the time used is recalculated at the **monthly rate without the annual discount** under the Pricing in force on the date the unit was paid:

`used = monthly_rate × used_hours / 730`, `unit_balance = paid_per_unit − used`, but not less than zero,

where **used hours** are from the start of the unit's paid term to the moment of reconfiguration, and **730** is the average number of hours in a month (8760 / 12). Thus the Client **loses the annual discount for the time used**.

c) The unit balance is rounded to EUR 0.01; the total balance is the sum over all units.

d) The total balance is set off as a separate line of the Invoice for the reconfiguration or of the Order Confirmation (clause 3.6.4), but not more than the price of the new configuration (and of the overdue period under clause 3.5(e)).

3.6.2. Service Credit from the excess balance.

a) If the total balance exceeds the price of the new configuration, no Invoice for the reconfiguration is issued (clause 3.6.4), and **the excess is credited as a Service Credit** in EUR equivalent at the moment the reconfiguration takes effect.

b) A Service Credit **is applied automatically** and with priority to any subsequent Invoice of the Provider within the same Account of the Client — for a reconfiguration, a renewal of the term of the Services, a new order or another Service under the Pricing in force; Service Credits with the nearest expiry are applied first. A Service Credit reduces the amount of the Invoice, and the Advance Payment is applied towards payment of the amount so reduced (clause 3.6.3). The equivalent of a portion of a Service Credit in the currency of a particular Invoice is determined at the rate set by the Market Offer for that Invoice, on the date it is issued.

c) A Service Credit under this clause is valid for **12 (twelve) months from the day it is credited**; any part not applied by the end of that period **is annulled** with no right to a refund in monetary form.

d) If the Service Credit is insufficient to cover the next Invoice, the Client pays the difference in the general manner (Section IV of these General Terms and the Market Offer).

e) A Service Credit bears no interest, cannot be paid out in monetary form and cannot be transferred to a third party.

3.6.3. Advance Payment. An Advance Payment has no expiry, does not reduce the amount of an Invoice and is automatically applied towards payment of the Provider's next Invoice within the Account — in the amount payable under it, but not more than the available Advance Payment. If the Advance Payment is sufficient to pay the whole amount of the Invoice, the Invoice is deemed paid at the moment it is issued; otherwise the Client pays the difference in the general manner. At the Client's written request sent to support@wms.com.ua, the Provider refunds the Advance Payment or its part not yet set off within 10 (ten) banking days to the

account from which the payment was received, in the currency of payment; bank charges for the refund are borne by the Client. The equivalent of an Advance Payment in the currency of a particular Invoice is determined at the rate set by the Market Offer for that Invoice, on the date it is issued. Funds applied towards payment of an Invoice cease to be an Advance Payment.

3.6.4. Order without an Invoice. If, after the set-off of the unused balance (clause 3.6.1) and Service Credits (clause 3.6.2), the amount payable for an order or a reconfiguration is zero, no Invoice is issued and the order or reconfiguration is deemed paid. Such an order is activated, and its paid term begins, at the moment from which it would have begun had an Invoice been paid when the order was placed: for a reconfiguration — at the moment of reconfiguration (clause 3.5(b)); for a new order — at the beginning of the first full hour after it is placed; for a Scheduled Order — at its start (clause 3.3.2); for a restoration of access under clause 14.6(d) — from the end date of the previous paid Billing Period. The Pricing, the exchange rate and the equivalents which under these General Terms and the Market Offer are determined as of the date of the Invoice are determined, for such an order, as of the date it is placed. The set-off of Service Credits against the price of such an order has the same effect as a set-off against an Invoice: the part of a Service Credit so set off is deemed applied. For a Scheduled Order, the set-off is made when the order is placed, and if the order is cancelled or replaced before its start, the Service Credits set off are restored with their original validity period. The Advance Payment is not applied to such an order and remains an Advance Payment. On the day the order takes effect, the Provider makes available to the Client in the Customer Portal, with a copy to the Client's email, an **Order Confirmation** — an electronic document stating its date, the composition of the Services, the period of their provision, their price under the Pricing and the amounts of the unused balance and Service Credits by which that price is covered.

The examples below illustrate only the method of calculation; the prices and discount used in them are notional, and the values in force are determined by the Pricing.

Example 1 (adding accesses to an annual subscription). On 01.01.2026 at 10:20 the Client paid for 1 Named Access for 12 months at the rate of €15/month with an annual discount of 10% (€13.50 × 12 = €162 EUR equivalent); the paid term runs from 01.01.2026 11:00, the end date is 01.01.2027 11:00. On 30.01.2026 at 14:10 the Client orders the configuration "1 Named + 4 Concurrent" for 12 months; the moment of reconfiguration is 30.01.2026 15:00.

— **Balance.** Paid term hours: 01.01.2026 11:00 — 01.01.2027 11:00 = 8760; unused hours: 30.01.2026 15:00 — 01.01.2027 11:00 = 8060. Balance: €162 × 8060 / 8760 = **€149.05**.

— **New configuration** for 12 months with the annual discount: 1 × €13.50 × 12 + 4 × €22.50 × 12 = €162 + €1,080 = €1,242.

— **Payable: €1,242 − €149.05 = €1,092.95.** End date of all Services — 30.01.2027 15:00.

Example 2 (reducing a monthly subscription). On 01.09.2026 at 08:40 the Client paid for 3 Named Accesses for 1 month at the rate of €15/month (3 × €15 = €45); the paid term runs from 01.09.2026 09:00, the end date is 01.10.2026 09:00. On 11.09.2026 at 16:05 the Client orders the configuration "1 Named" for 1 month; the moment of reconfiguration is 11.09.2026 17:00.

— **Balance.** Paid term hours: 01.09 09:00 — 01.10 09:00 = 720; unused hours: 11.09 17:00 — 01.10 09:00 = 472. Unit balance: €15 × 472 / 720 = €9.83; for 3 units — **€29.49**.

— **New configuration**: 1 × €15 = €15. The balance exceeds its price, so no Invoice is issued (clause 3.6.4), and the excess €29.49 − €15 = **€14.49** is credited as a Service Credit valid until 11.09.2027. End date — 11.10.2026 17:00.

Example 3 (switching from an annual to a monthly subscription). On 10.01.2026 at 12:15 the Client paid for 1 Concurrent Access for 12 months at the rate of €25/month with an annual discount of 10% (€22.50 × 12 = €270); the paid term runs from 10.01.2026 13:00. On 24.02.2026 at 09:30 the Client orders the same configuration with monthly billing; the moment of reconfiguration is 24.02.2026 10:00.

— **Used.** Used hours: 10.01.2026 13:00 — 24.02.2026 10:00 = 1077. Used at the monthly rate without the discount: €25 × 1077 / 730 = €36.88.

— **Balance:** €270 − €36.88 = **€233.12**.

— **New configuration**: 1 × €25 = €25. No Invoice is issued (clause 3.6.4), the excess €233.12 − €25 = **€208.12** is credited as a Service Credit valid until 24.02.2027. End date — 24.03.2026 10:00.

Example 4 (activation before payment without payment). The Client has "2 Named" accesses paid until 30.11.2026. The Provider activates before payment a Scheduled Order "2 Named + 3 Concurrent + 50 GB package" for 12 months starting on 10.10.2026; the paid term runs from 10.10.2026 00:00, the Payment Deadline is 20.10.2026 24:00. Payment is not received.

— **Cancellation.** On 21.10.2026 at 00:00 the reconfiguration is cancelled; the paid "2 Named" remain in effect until 30.11.2026.

— **Unpaid Usage** for 264 hours: 3 Concurrent in excess of those paid × €25 and the 50 GB package × €39 without the annual discount: (3 × €25 + €39) / 730 × 264 = **€41.23** — as a separate line in the next Invoice.

— **Late payment.** If the funds are credited on 20.10.2026 but processed on 23.10.2026 at 12:00, the order is restored with the paid term from 10.10.2026 00:00, Unpaid Usage is annulled, and the end date is postponed by 60 hours — from 10.10.2027 00:00 to 12.10.2027 12:00.

3.7. Prohibition on transferring access to third parties. The Client may not transfer, lend or resell access to the Service to third parties, nor allow third parties to use the functionality of the Service for a fee. This restriction **does not preclude** the Client from keeping records on behalf of third parties within its own business activity, or from using a technical user to integrate the Service with the Client's own systems.

3.8. Prohibition on circumventing protection measures. The Client shall not take any action aimed at removing or reducing the effectiveness of the technical means of copyright protection applied in the Service, including reverse engineering, decompilation and access multiplexing.

3.9. Fair use of integrations. Technical Accesses and the programming interfaces of the Service are intended for integrating the Service with the Client's own information systems to an extent consistent with the Client's ordinary business activity. The Provider may set technical limits on the rate of automated requests to the Service (rate limits) and temporarily restrict a Technical Access that creates a load threatening the stability of the Service for other Clients, notifying the Client of the reason and the conditions for restoration.

3.10. Offline PDT Mode.

3.10.1. Unit and quota. Offline PDT Mode is provided and charged per device, not per User. The number of Offline Devices is ordered for the Account and allocated by the Client between its Tenants in the Customer Portal; the total Offline Devices allocated to Tenants may not exceed the ordered number. Re-allocation between Tenants is not a reconfiguration of the Services within the meaning of clause 3.5 and is free of charge. Enabling Offline PDT Mode on a device beyond the number allocated to the Tenant is technically impossible.

3.10.2. Users on an Offline Device. Any number of Users who have access to the assigned warehouse may work on an Offline Device. Their sessions on an Offline Device are neither named nor concurrent and take up neither User Accesses nor Technical Accesses, whether connected to the Service or not; this is not multiplexing of access within the meaning of clause 3.8. Users' rights in the Service apply as usual. Once Offline PDT Mode is disabled, and while it is suspended (clause 3.10.9), the device works with accesses under clause 3.1.

3.10.3. Enabling. Offline PDT Mode on a device is enabled, disabled and configured, including setting the Offline Duration Limit, by a User of the Tenant with administrator rights in the Service.

3.10.4. Release of an Offline Device. A device on which Offline PDT Mode has been disabled, as well as a revoked, blocked, lost or reinstalled device, counts towards the number of Offline Devices allocated to the Tenant until it confirms to the Service that the local copy of data has been erased or until the Offline Duration Limit received by it during its last connection to the Service expires (no more than 3 (three) days). Early release is not provided for: the Provider cannot ascertain that a device without a connection is not working. A reinstalled application is a new device.

3.10.5. Limited functionality. On an Offline Device without a connection to the Service, only some of the operations of the Service are available, and only for the assigned warehouse; the assigned warehouse can be changed only while connected. The list of operations available without a connection is given in the Service documentation. Offline PDT Mode is available only in the NUS WMS application for Android. The Provider does not guarantee that all the functionality available with a connection to the Service is available without one, or that operations without a connection are performed in the same way as with a connection.

3.10.6. Offline Duration Limit. The Offline Duration Limit is set for each Offline Device within the system maximum of 3 (three) days. Once it expires, new operations on the device are blocked until the connection to the Service is restored; transmission of operations already entered to the Service is not restricted.

3.10.7. Operations entered without a connection. Working without a connection to the Service carries the risk of creating data that does not match the state of records in the Service: while an Offline Device is without a connection, it does not see changes made in the Service and on other devices, so operations entered on it may duplicate or conflict with other operations, result in negative balances or other inconsistencies. The Client accepts this risk by enabling Offline PDT Mode. An operation entered on an Offline Device without a connection to the Service is deemed to have taken place. The Service posts it once transmitted, even if it conflicts with changes made in the Service while the device was without a connection, in particular if it results in a negative balance; in that case the Service registers a discrepancy for review by the Client. An operation

that cannot be posted is set aside by the Service for review by the Client. The Client is responsible for the accuracy of operations entered on Offline Devices and for resolving discrepancies.

3.10.8. Untransmitted operations. Operations not transmitted from an Offline Device to the Service are lost if the device is lost or damaged, the application is removed or reinstalled, the device is revoked or blocked (the Service accepts no data from such a device, and the device erases the local copy of data), or the Tenant is deleted.

3.10.9. Reduction of the number and restriction of a Tenant. If the number of Offline Devices allocated to a Tenant is reduced (by a reconfiguration or a re-allocation) below the number in use, Offline PDT Mode is disabled, when the change takes effect, on the Tenant's devices on which it was enabled last. When a Tenant is switched to read-only mode or blocked, Offline PDT Mode on its devices is suspended — the device transmits the operations entered to the Service and erases the local copy of data — and resumes as soon as the Tenant is active again; the number of Offline Devices allocated to the Tenant is retained.

IV. Pricing. Payment Procedure

4.1. The prices of the Services in force are set out in the document **"NUS WMS Pricing"**, published at https://wms.com.ua/en/legal/pricing-en with its version and effective date. "NUS WMS Pricing" is an integral annex to this Agreement.

4.2. Prices in "NUS WMS Pricing" are expressed in **euro (EUR)**. The settlement currency, the conversion rate and the payment procedure are determined by the Offer of the relevant market. The Provider is not a VAT payer; prices do not include VAT.

4.3. The composition, volume or billing frequency of the Services is changed by reconfiguration in accordance with clauses 3.4 — 3.6. The unused balance of paid Services is not refunded in monetary form but is set off against the price of a reconfiguration or credited as a Service Credit (clause 3.6); an Advance Payment is refunded in accordance with clause 3.6.3.

4.4. The Provider may change "NUS WMS Pricing" in the manner provided for by Section XIII (with 14 calendar days' notice). **New prices apply only to Services ordered after they take effect.** Services already paid for are provided until the end of the paid period at the prices in force at the moment of payment.

V. Trial and Demo Environment

5.1. The Provider may provide a **Trial** (free access to the Service limited in time and scope) and access to the **Demo Environment** on the terms of the separate document **"NUS WMS Trial and Demo Environment Terms"**, published at https://wms.com.ua/en/legal/trial-terms-en and having its own version and effective date.

5.2. Joining the Trial and/or using the Demo Environment is a separate legal transaction and **does not mean the conclusion of this Agreement** for paid Services. Particular provisions of this Agreement apply to the Trial only to the extent provided for by the Trial Terms.

5.3. The Provider may amend the Trial Terms unilaterally without amending this Agreement, with notice on the Trial Terms page 7 (seven) calendar days before the amendments take effect.

VI. SLA. Availability of the Service

6.1. Guaranteed uptime of the Service is **99.5% (ninety-nine point five per cent)** for each Account within a calendar month (corresponding to permissible downtime of about 3 hours 38 minutes per month). The calendar month for calculating uptime is determined in Coordinated Universal Time (UTC), equally for all Clients.

6.2. Uptime is calculated monthly, separately for each Account, on the basis of the Provider's synthetic monitoring — automated checks, performed every minute from several geographic regions, of the availability of the Service components through which the Tenants of that Account are served. A minute during which at least one Tenant of the Account is unavailable is a minute of downtime of the Account. Only minutes during which paid Services are provided to the Client are included in the calculation; the Trial, the Grace Period, the time before payment of an order activated under clause 3.3.1, read-only mode and blocking under clause 14.6, and read-only mode under clause 3.2.2 are not counted. A Tenant deleted by the Client (clause 2.7) is not counted from the moment of deletion and, if restored, is counted again from the moment of restoration. Excluded from the downtime calculation are: a) scheduled technical work carried out in accordance with clause 6.4, and for TEST and DEV Tenants — updates and scheduled work in accordance with clause 6.2.1(b); b) force majeure (Section XII); c) unavailability caused by the actions of the Client or the Client's Users; d) unavailability of the Internet, the Client's communications provider or other third parties beyond the Provider's control; the Provider's Subprocessors (clause 10.7) are not deemed third parties for the purposes of this item; e) interruptions due to attacks or security incidents not caused by the Provider's breach of its data security obligations.

6.2.1. Application of the SLA by Tenant Type (clause 1.20): a) the guaranteed uptime does not extend to **DEMO** Tenants: their unavailability is not downtime of the Account; b) for **TEST** and **DEV** Tenants, updates of the Service and scheduled technical work are not downtime and are carried out without prior notice and without the duration limit of clause 6.4; other unavailability of such Tenants is downtime; c) for **PROD** Tenants, scheduled technical work is carried out in accordance with clause 6.4; other unavailability is downtime.

6.3. Service Credits for failure to meet the SLA. If the guaranteed uptime is not achieved, the Provider credits the Client with a **Service Credit** (clause 1.15) calculated as follows:

- for every 0.1% of actual uptime below the guaranteed level — 1% of the price of the Services for the relevant month; each incomplete 0.1% is rounded up (for example, with uptime of 99.45% the Service Credit is 1%, with uptime of 99.38% — 2%);
- the maximum Service Credit for one month does not exceed **50% of the monthly price of the Services**.

A Service Credit under this clause is credited automatically on the basis of the approved monthly report (clause 6.5) and is applied to subsequent Invoices of the Provider within the Client's Account. A Service Credit under this clause is valid for **12 (twelve) months from the day it is credited**; any part not used by the end of that period is annulled. The Service Credit **is the Client's sole and exclusive remedy** in connection with failure to meet the SLA.

6.4. Scheduled work on PROD Tenants. The Provider may carry out scheduled technical work that may cause unavailability of a PROD Tenant: a) within the Tenant Maintenance Window (clause 1.21) on an announced date; or b) within a single announced time interval — for work on shared resources that cannot be carried out within the Maintenance Windows of individual Tenants.

The Provider gives notice of scheduled work **at least 5 (five) calendar days** before it begins, by email to the Users having administrator rights for the relevant Tenant and by a banner in the Service, stating the date, the time interval and the scope of the work. The total duration of scheduled work excluded from the downtime calculation does not exceed **1% of the time of a calendar month** for the Account; beyond that limit, and where the notice period is not observed, unavailability is downtime.

6.5. Service status and monthly report. The Provider publishes the current status of the Service, incidents and announced scheduled work on the public status page at https://status.wms.com.ua. The monthly uptime report of the Account is generated automatically after the end of the calendar month and approved by the Provider **no later than 23:59 (UTC) on the 5th day** of the following month; the report is available to the Client in the "SLA" section of the Customer Portal. An error in the calculation found after approval is corrected by a new revision of the report, on the basis of which the Provider credits an additional Service Credit or adjusts one previously credited.

VII. Rights and Obligations of the Parties

7.1. The Client has the right: a) to receive the Services in the scope and quality provided for by this Agreement; b) at any time to change the scope of the ordered Services in the manner provided for by Section III; c) if it disagrees with amendments to the Agreement proposed by the Provider, to terminate the Agreement in accordance with Section XIII; d) to receive the Provider's technical support on business days from 09:00 to 18:00 Kyiv time via email support@wms.com.ua; e) at any time to initiate switching to another provider, to its own infrastructure or the retrieval and deletion of data in accordance with clause 14.7.

7.2. The Client shall: a) pay for the Services in the manner and within the periods provided for by the Agreement and the Pricing in force; b) ensure the confidentiality of its own and its Users' credentials; c) provide accurate registration information and keep it up to date; d) not take actions prohibited by clauses 3.7, 3.8 of the Agreement; e) itself monitor the edition in force of the Agreement and its annexes on the pages specified in the Preamble and Section I (recommended frequency — at least 1 time a month).

7.3. The Provider has the right: a) to amend the terms of the Agreement and the Pricing unilaterally in the manner provided for by Section XIII; b) after the end of a paid Billing Period without renewal — to restrict and terminate the provision of the Services in the manner and within the periods provided for by clauses 14.5 — 14.6, except during the transition period under clause 14.7(b); c) in case of systematic gross breach by the Client of the terms of the Agreement (in particular, clauses 3.7, 3.8) — to terminate the Agreement unilaterally with 10 calendar days' notice; d) to carry out updates and scheduled technical work in accordance with clauses 6.2.1 and 6.4; e) to engage Subprocessors in accordance with clause 10.7 to perform its obligations.

7.4. The Provider shall: a) activate the ordered Services within the period of clause 3.3 and ensure their availability in accordance with Section VI; b) notify the Client of amendments to the Agreement, the Pricing, the Trial Terms and the List of Subprocessors within the periods provided for by the relevant Sections; c) provide Invoices and closing documents in accordance with the Market Offer; d) perform the personal data processing obligations provided for by Section X.

VIII. Intellectual Property

8.1. All economic intellectual property rights in the NUS WMS Service (program code, design, database structures, documentation, trademarks) belong to the Provider. The Agreement is not a licence agreement and does not transfer these rights to the Client; the fees under the Agreement are payment for the Services.

8.2. The Client and its Users receive the Services by using the functionality of the Service over the Internet within the scope of the ordered Services and solely for the Client's own business needs. For this purpose they may install the applications on Users' devices during the term of the Agreement, together with the updates released by the Provider. The applications are provided free of charge: the Agreement provides for no separate fee for them, and the fees for the Services do not cover them. The terms of the app store from which an application was installed (App Store, Google Play) apply in addition to this Agreement; Apple Inc. and Google LLC are not parties to the Agreement and bear no responsibility for the Service, its support or the performance of this Agreement.

8.3. The Client is prohibited from: a) copying, modifying, decompiling or disassembling the program code of the Service, including the applications; b) circumventing the technical protection measures of the Service and the applications; c) granting access to the Service to third parties beyond the exceptions of clause 3.7; d) using the Service to develop competing products or for benchmarking with publication of the results without the Provider's consent.

8.4. Tenant data is **the property of the Client**. The Provider claims no intellectual property rights in the data the Client enters into the Service. The Client accesses its data through the functionality of the Service during the term of the Agreement and in the manner provided for by clauses 14.5 — 14.6. The Service does not provide a function for the Client to download (export) Tenant databases on its own; the Client may obtain the contents of Tenant data on request in accordance with clause 10.11. The database structure and the Service's program code are objects of the Provider's intellectual property rights; they, like Backups, are not transferred to the Client, except for the list of tables and fields included in the return under clause 10.11 and their description on the "Data export format" page of the Customer Portal, which do not transfer to the Client any rights in the database structure.

8.5. The Service is provided "**as is**". The Provider does not guarantee that the Service will meet all specific expectations of the Client or contain all functions the Client needs; the Provider's obligations are limited to providing the Service in the functional scope in which it exists at the moment of Acceptance, taking into account the updates released by the Provider.

IX. Confidentiality

9.1. The Parties undertake not to disclose to third parties and not to use for purposes unrelated to the performance of the Agreement any **Confidential Information** obtained in the course of performing this Agreement. Confidential Information is any non-public information of a commercial, technical, financial or other nature transferred by one Party to the other.

9.2. Information is not Confidential Information if it: a) was publicly available at the moment of disclosure; b) became publicly available after disclosure through no fault of the receiving Party; c) was lawfully obtained from a third party without a duty of confidentiality; d) is disclosed with the written consent of the other Party; e) is disclosed at the request of a competent public authority in the manner prescribed by law, with immediate notice to the other Party (where such notice is not prohibited by law).

9.3. The obligation to keep Confidential Information confidential applies during the term of the Agreement and for **3 (three) years after its termination**.

9.4. Use of the Client's name and logo for the Provider's marketing purposes. The Client grants the Provider a **non-exclusive, revocable right** to use its trade name and logo solely for inclusion in the Provider's list of clients on its official website, in commercial presentations and in tender proposals. Any other marketing use (quotes, case studies, press releases, information on the scale of implementation, etc.) is made **only with the Client's separate written consent** for each case.

The Client may **at any time revoke** the consent given by sending a notice to the Provider's email support@wms.com.ua; the Provider removes references to the Client from its materials within 15 (fifteen) business days of receiving such notice.

X. Processing of Personal Data

10.1. Legal basis. The Parties process personal data in accordance with the Law of Ukraine "On Personal Data Protection" (PDP Law), Council of Europe Convention 108+ and, where applicable, Regulation (EU) 2016/679 (GDPR). If the Market Offer contains a data processing agreement, that agreement supplements this Section and, in the matters it regulates, prevails over it.

10.2. Roles of the Parties.

- **The Client is the Controller** of the personal data of its employees and other persons who obtain access to the Service through the Client's Accounts (Users), and of the personal data the Client itself enters into a Tenant (for example, data of counterparties, drivers, forwarders — if any are present in the Client's records).
- **The Provider is the Processor** of that personal data — it processes it solely on the Client's documented instructions and to the extent necessary to provide the Services, including as regards cross-border transfer (clause 10.8). The Client's documented instructions are this Agreement, the Service settings chosen by the Client and the Client's written instructions within the scope of the Agreement. If, in the Provider's opinion, an instruction of the Client infringes personal data protection legislation, the Provider shall without delay inform the Client and is entitled not to carry out that instruction until the Client amends or clarifies it.

The Provider may process personal data without the Client's instruction only where required by legislation applicable to the Provider; in that case it informs the Client before the processing begins, unless the law prohibits this.

- The Client is itself responsible for having a lawful basis for processing the personal data it enters into a Tenant, including obtaining the consent of data subjects where required.

10.3. Categories of personal data processed by the Provider as Processor:

a) **data of Users who are employees of the Client**: surname, first name, patronymic; position; business email address; login (identifier); hashed password; badge credentials for logging in to the application: a random badge identifier, with the badge secret stored only as the hash by which the badge is recognised and as a verifier — a salted slow hash computed when the badge is issued; IP address and user-agent of sessions; log of actions in the Service; data of the device from which the User works in the application: the device identifier (UUID), the platform and operating mode of the application, which the application transmits with each request, the application version, and the device public key (Ed25519) transmitted when the device is linked; technical data on application crashes (crash reports); technical data on the performance of the application's requests to the Service (type and address of the request without record identifiers, duration, response code, application version), which the application sends selectively;

b) **data the Client itself uploads to a Tenant** — the Provider does not determine the categories of this data; the Client is responsible for its lawfulness.

10.4. Purposes of processing. Solely: (a) authentication and authorisation of Users; (b) provision and support of the Services; (c) keeping action logs for incident investigation; (d) technical support at the Client's request; (e) compliance with legal requirements.

10.5. Retention periods.

- Tenant data — for the whole term of the Agreement, including the periods of restricted access and blocking under clause 14.6 and the 30-day retention period under clause 14.5, followed by irreversible deletion (subject to clause 10.11);
- action logs (audit log) — no more than 3 (three) years, but not longer than the retention period of the relevant Tenant's data (clause 10.11);
- Backups — under the standard rotation cycle during the term of the Agreement; after the irreversible deletion of a Tenant's data, its Backups are deleted within 7 (seven) calendar days.

10.6. Technical isolation and security. The data of each Tenant is stored in a separate database within the shared information infrastructure of the Service; on the Client's side, only Users of the relevant Account, within the accesses allocated to that Tenant or on Offline Devices (clause 3.10), have access to the Tenant's database; the Provider's personnel have access to Tenant data only to the extent necessary for administration of the Service and technical support (clauses 10.4, 10.8). The Provider applies organisational and technical security measures taking into account ISO/IEC 27001:2022 (TLS encryption of traffic, at-rest database encryption, RBAC, multi-factor authentication for administrative access, regular backup, logging and infrastructure availability monitoring). If the Market Offer contains a data processing agreement, a detailed description of the measures is set out in it.

10.7. Subprocessors. The Provider engages third parties (hosting provider, monitoring operators, application crash reporting service, email delivery service, etc.) — hereinafter "**Subprocessors**". The current list of Subprocessors with the categories of data processed is published at

https://wms.com.ua/en/legal/subprocessors-en. By Acceptance, the Client gives the Provider a general written authorisation to engage Subprocessors. When adding a new Subprocessor, the Provider notifies the Client no later than **30 (thirty) calendar days** before it begins processing data. The Client may object to such a choice, which entitles the Parties to terminate the Agreement without penalties. The Provider imposes on each Subprocessor, by contract, personal data protection obligations no less stringent than those provided for by this Section, and is liable to the Client for the Subprocessor's performance of those obligations.

10.8. Place of processing and cross-border transfer. The Provider ensures that data is stored on servers located **in the countries of the European Union**: Tenant and Account data — in **Google Cloud Platform data centres in the europe-central2 region (Poland)**; the Client's details and contact data for client and invoice records — in **Hetzner data centres (Germany, Finland)**; application crash reports — in the **Sentry service, EU region (Germany)**. The Provider and its personnel are located in Ukraine: administration of the Service and technical support, including access to Tenant data for the purposes of clause 10.4(b), (d), are carried out from Ukraine. Any other transfer of personal data outside the EU / EEA than described in this clause is permitted only: (a) to the United Kingdom and other countries covered by an adequacy decision; (b) on the basis of standard contractual clauses with the relevant Subprocessor. Application usage analytics data under clause 10.14, which the Provider processes as a controller, is transferred to Google LLC in the **USA** on the basis of the EU-US Data Privacy Framework and Google's standard contractual clauses, as well as the User's consent; Tenant data is not transferred to the USA. To protect Tenant data against unlawful access by public authorities of third countries, the Provider applies the measures under clause 10.6 (encryption, restriction of personnel access and multi-factor authentication, logging) and notifies the Client of a request by a public authority concerning its data in accordance with clause 9.2(e); a detailed description of the measures is set out in the data processing agreement, where the Market Offer contains one.

10.9. Assistance to the Client. Taking into account the nature of the processing and the information available to the Provider, the Provider assists the Client: (a) in fulfilling requests of personal data subjects for access, rectification, erasure, restriction of processing and data portability — within a reasonable time (up to 10 business days) it provides technical support; requests received by the Provider directly it does not consider on the merits but forwards to the Client without undue delay; (b) in ensuring the security of processing and incident notification (clauses 10.6, 10.10); (c) in carrying out a data protection impact assessment and prior consultation with the supervisory authority, where required — it provides the information on the processing and the security measures available to it.

10.10. Security incidents. If an incident affecting the Client's personal data is detected, the Provider notifies the Client **without undue delay, and in any case no later than within 48 (forty-eight) hours** of its detection. The notification contains, to the extent available: the nature of the incident, the categories and approximate number of data subjects and records concerned, the Provider's contact point, the likely consequences, and the measures taken and proposed; information that is not yet available the Provider supplies in stages without undue delay. The Provider cooperates with the Client in complying with the requirements for notifying the national supervisory authority.

10.11. Return and deletion of data. At the Client's choice, the Provider: (a) irreversibly deletes Tenant data within the periods and in the manner provided for by clause 14.5; or (b) before such deletion returns the contents of Tenant data to the Client. For the return, the Client sends a

request during the term of the Agreement or the 30-day retention period under clause 14.5; within 10 (ten) business days (during the transition period — 3 (three) business days, clause 14.7(b)) the Provider provides the Client, free of charge, with the records of the Tenant data as a single SQL dump file for PostgreSQL containing the list of tables with the names, types and mandatory status of fields and primary keys; a free return during the term of the Agreement is provided once, except for a return during the transition period under clause 14.7(b); upon a request sent during the 30-day retention period under clause 14.5, the return is provided irrespective of any previous one. The return includes the following categories of Tenant data: master data (including products, warehouses, locations, counterparties, attributes), documents with their lines and execution facts, movement ledgers, the Client's settings and policies, Users and access groups, and action logs. The return does not include (exhaustive list): the Service's program code (including stored procedures, triggers and views of the databases), relationships, other constraints and indexes of the databases, service tables and materialised intermediate results of calculations that can be reproduced from the data provided, authentication credentials (password hashes, tokens, keys), or Backups (clause 8.4). A description of the tables and fields of the current version of the export format is available on the "Data export format" page of the Customer Portal. The Client obtains the Account data (Invoices, closing documents, Order Confirmations) in the Customer Portal. If the request is received during the 30-day retention period, the deletion under clause 14.5 is postponed until the data has been provided to the Client. Upon the Client's separate request, the Provider provides confirmation of the deletion in writing (in addition to the notice under clause 14.5). This clause also applies to other personal data the Provider processes as Processor under clause 10.3(a), including action logs, except where their retention is required by legislation applicable to the Provider.

10.12. Audit. The Provider provides the Client with the information necessary to demonstrate compliance with the obligations under this Section: answers to the Client's reasoned questionnaire, a description of the security measures, and the certificates and reports of independent auditors of the Subprocessors — within a reasonable time, not exceeding 30 (thirty) calendar days. If this information is insufficient or an audit is required by the supervisory authority, the Client may conduct an audit, including an inspection, itself or through an independent auditor bound by a confidentiality obligation, on the following conditions: no more than once a year, except in the event of an incident affecting the Client's personal data, a requirement of the supervisory authority or indications of the Provider's non-compliance with this Section; written notice no later than 30 (thirty) calendar days in advance, and in the event of an incident, a requirement of the supervisory authority or indications of the Provider's non-compliance with this Section — within a reasonable time; during the Provider's business hours, without disrupting the operation of the Service and without access to the data of other clients or the Provider's trade secrets. The premises of Subprocessors are not inspected — in respect of them the Provider provides their certificates and reports. The costs of the audit are borne by the Client.

10.13. Confidentiality of the Provider's personnel. The Provider ensures that all persons it has authorised to process the Client's personal data (employees and individual entrepreneurs engaged by it) are bound by confidentiality under employment or civil-law contracts or are under an appropriate statutory obligation of confidentiality.

10.14. Application usage analytics. To improve the Service, the Provider collects application usage statistics not linked to the User's name, login or email address (screen views, feature usage, application version, operating system, device model). With respect to this data, the Provider acts as **a separate controller**, not as a Processor on the Client's instructions, and processes it in accordance with the Privacy Policy (https://wms.com.ua/en/legal/privacy-en), which determines the data collected, its recipient and retention periods. Analytics is enabled **only with the User's consent** given in the application; the User may withdraw consent at any time in the application settings, and collection stops. **Tenant data is not passed to analytics.** Refusing analytics or withdrawing consent does not restrict the use of the Service.

10.15. Data on Offline Devices. An Offline Device (clause 3.10) stores an encrypted copy of the data of the Tenant's assigned warehouse, as well as the names, badge identifiers and verifiers and a snapshot of the rights of the Users who have access to that warehouse; the badge secret is not transmitted to the device in clear. The copy is erased when Offline PDT Mode on the device is disabled or suspended, and on the Service's command to a revoked or blocked device. The device receives the revocation of a badge or the blocking of a User at its next connection to the Service; without a connection, new operations on it are possible for no longer than the Offline Duration Limit. Offline Devices are the Client's equipment, and the Client ensures their physical security.

XI. Liability of the Parties

11.1. For non-performance or improper performance of their obligations under this Agreement, the Parties bear the liability provided for by the applicable legislation of Ukraine and this Agreement.

11.2. For late payment for the Services, the Client pays the Provider **a penalty (penya) at double the NBU discount rate** in effect during the period for which the penalty is paid, on the amount of the debt, for each day of delay. This rate applies as a contractual rate regardless of the currency of the debt; the penalty accrues in the currency of the debt.

11.3. For late activation of paid Services, the Provider pays the Client **a penalty (penya) at double the NBU discount rate** on the price of the non-activated Services for each day of delay.

11.4. Limitation of the Provider's liability.

a) The Provider **is not liable for indirect losses, lost profits, loss of data through the Client's fault, or reputational losses** of the Client or third parties caused by the use of or inability to use the Service.

b) The total amount of the Client's direct losses that the Provider may be obliged to compensate under this Agreement **is limited to the amount of the Services actually paid by the Client for the 12 (twelve) calendar months** preceding the event giving rise to liability.

c) Service Credits under clause 6.3 are the Client's sole and exclusive remedy in connection with failure to meet the SLA.

11.5. The Provider is not liable for: a) the actual completeness and accuracy of any data the Client or Users enter into a Tenant; b) losses related to errors in the configuration of the Service made by the Client itself; c) losses related to the compromise of credentials through the Client's

fault (in particular, as a result of passing a login/password to third parties); d) losses caused by the actions of third parties within the scope of their fault that the Provider could not reasonably foresee or prevent; e) the consequences of operations entered on Offline Devices, in particular negative balances and discrepancies (clause 3.10.7); f) the loss of operations not transmitted from an Offline Device to the Service (clause 3.10.8).

11.6. The limitations of liability provided for by clauses 11.4 — 11.5 **do not apply** to cases of intent or gross negligence of the Provider, or to obligations whose limitation is not permitted by law.

XII. Force Majeure

12.1. The Parties are not liable for non-performance or improper performance of the terms of this Agreement if such non-performance results from circumstances of insuperable force and/or force majeure circumstances that the Parties could not foresee and could not prevent by reasonable and available measures.

12.2. Circumstances of insuperable force and force majeure circumstances include, in particular but not limited to: natural disasters (floods, fires, earthquakes, storms), **military operations, hostilities and their consequences on the territory of Ukraine or in the area of the Parties' activity**, mobilisation measures, acts of state and/or local self-government authorities that make performance impossible, civil unrest, strikes, embargoes, large-scale cyberattacks, interruptions in the operation of trunk power supply and communication networks.

12.3. The following are not force majeure: theft and other events that the Parties could have prevented by available measures; internal organisational problems of a Party.

12.4. The time for performance of obligations is extended for the period during which the circumstances of insuperable force and force majeure circumstances last.

12.5. Circumstances of insuperable force / force majeure circumstances are confirmed by a document issued by the Chamber of Commerce and Industry of Ukraine or another competent authority.

12.6. If the non-performance of obligations caused by force majeure lasts more than 30 (thirty) calendar days, each Party may terminate the Agreement unilaterally by notifying the other Party at least 10 calendar days in advance.

XIII. Amendments to the Agreement

13.1. The Provider may unilaterally amend the Market Offers, these General Terms, the Pricing and the list of Subprocessors. An amendment is made by publishing a **new edition** of the document at the relevant canonical URL, stating its effective date.

13.2. The Provider publishes a new edition **no later than 14 (fourteen) calendar days** before it takes effect and notifies the Client: a) to the Client's email specified in the registration data; b) by a banner in the Service at the Client's first login after publication.

13.3. If the Client disagrees with the amendments, it may **terminate the Agreement without penalties** by sending a notice to the email support@wms.com.ua **before the date the amendments take effect**. In that case the Agreement is terminated as of the last day before the

date the amendments take effect; the Provider provides the Services until that date in the previous scope, and funds for the unused period are refunded pro rata (as an exception to the general no-refund rule, since the amendment is initiated by the Provider).

13.4. If the Client does not exercise the right to terminate and continues to use the Service after the date the amendments take effect, this is deemed **unconditional acceptance of the new edition** of the Agreement / Pricing.

13.5. An archive of all editions of the Market Offers, these General Terms, the Pricing and the Trial Terms with SHA-256 hashes is publicly available at https://wms.com.ua/uk/legal/archive.

13.6. The period provided for by clause 13.2 does not apply, and a new edition takes effect from the day of its publication or from another date stated in it, if the amendments: a) correct technical, editorial or factual errors and inaccuracies and do not change the rights and obligations of the Parties; b) do not worsen the Client's position, in particular reduce prices, extend the scope of the Services or narrow the scope of data processed; c) are mandatory under law or a decision of an authorised public authority — within the period set by such law or decision.

The Provider notifies the Client of such amendments in the manner provided for by clause 13.2 no later than the day they take effect, stating the ground for applying this clause. This clause does not apply to the engagement of new Subprocessors and the replacement of Subprocessors — clause 10.7 applies to them.

13.7. Editions of the General Terms and the Market Offers. Each Market Offer specifies the edition of these General Terms that is its integral part. A new edition of these General Terms takes effect only together with new editions of the Market Offers that specify it; the procedure of clauses 13.2 — 13.6 applies to them as to a single amendment. A new edition of a Market Offer may specify the edition of these General Terms in force without amending them. The Pricing applies in its edition in force, and its amendment does not require a new edition of a Market Offer.

XIV. Term and Termination of the Agreement

14.1. The Agreement is deemed concluded from the moment of Acceptance in accordance with the Market Offer and remains in force **until the end of the last paid Billing Period**, and in the event of switching — until termination under clause 14.7(e), and with respect to the obligations to retain data, restore access and delete data (clauses 14.5 — 14.6) — until the irreversible deletion of the Tenants' data.

14.2. Automatic renewal does not apply; to continue the Services the Client itself initiates a new order.

14.3. Grounds for termination of the Agreement. a) expiry of the paid period without renewal within the periods provided for by clause 14.6; b) unilateral termination by the Provider in the case of clause 7.3(c); c) unilateral termination by the Client in case of disagreement with amendments (clause 13.3); d) unilateral termination due to force majeure lasting more than 30 days (clause 12.6); e) by agreement of the Parties; f) termination after switching under clause 14.7.

14.4. Early termination at the Client's initiative (other than in the case of clause 14.3(c)) gives no right to a refund of the funds paid, except for the Advance Payment (clause 3.6.3); this also applies to termination after switching (clause 14.7(g)).

14.5. Fate of the data after termination. The Service does not provide a function for the Client to download (export) Tenant databases on its own; the Client accesses its data through the functionality of the Service during the term of the Agreement and the periods provided for by clause 14.6, and may obtain the contents of Tenant data on request in accordance with clause 10.11. After the Account is blocked under clause 14.6(c), the data of all Tenants of the Account is retained for **30 (thirty) calendar days**; during this period the Client may restore access to the Service solely in accordance with clause 14.6(d). After the 30 days expire without restoration, the databases of all Tenants of the Account **are irreversibly deleted** (subject to clause 10.11) with no possibility of recovery, with confirmation to the Client by email; Backups are deleted within 7 (seven) calendar days thereafter. Upon termination of the Agreement on the grounds of clauses 14.3(b) — (f), the 30-day retention period is counted from the date of termination of the Agreement.

14.6. Restriction of access after the end of the paid period. If by the end date of the paid Billing Period (clause 3.4) the Client has not paid for the renewal of the Services (for an order activated before payment, the consequences of non-payment are determined by clause 3.3.1(d)):

a) for **7 (seven) twenty-four-hour periods** from the end date (hereinafter the "**Grace Period**") the Services are provided in full; the Provider sends the Users of the Account a notice that payment is required;

b) for the next 7 (seven) twenty-four-hour periods all Tenants of the Account are switched to **read-only mode**: entering new data and changing existing data are blocked, while viewing data remains available;

c) after 14 (fourteen) twenty-four-hour periods from the end date, access to the Account and all its Tenants **is blocked**;

d) access is restored at any of the stages (a) — (c), and during the 30-day retention period under clause 14.5, by paying for the Services in the ordered scope for a new Billing Period **whose start is counted from the end date of the previous paid Billing Period** — that is, the time spent in the Grace Period, read-only mode and blocking is also paid for. If the edition of the Agreement has changed, the Client performs Acceptance of the edition in force again.

The periods under items (a) — (c) are not downtime within the meaning of Section VI and give no right to a Service Credit.

14.7. Switching to another provider. This clause sets out the procedure for the Client to switch to another provider of data processing services or to the Client's own infrastructure in accordance with Chapter VI of Regulation (EU) 2023/2854 (Data Act) and applies to all Clients.

a) **Switching request.** At any time during the term of the Agreement the Client may submit a request to switch to another provider, to its own infrastructure, or solely to obtain the Tenant data and have it deleted (hereinafter the "**Switching Request**"). The Switching Request is submitted by a User with the "Owner" or "Administrator" access level of the Account in the Customer Portal or by email to support@wms.com.ua. In the Switching Request the Client specifies the start date of the transition period — no earlier than the day following the day of the Request and no later than 2 (two) months from the day of the Request; if no date is specified,

the transition period starts on the following day. A Switching Request may also be submitted during the periods under clause 14.6(a) — (c). From the day of the Switching Request until termination of the Agreement under item (e), clauses 3.3.1(d) and 14.6(a) — (c) do not apply. By submitting the Switching Request the Client confirms that it has read the payment terms under item (d).

b) **The transition period** lasts 30 (thirty) calendar days from its start date. During the transition period: the Services are provided in full in the current configuration, and clauses 14.6(a) — (c) do not apply; the return of Tenant data under clause 10.11 is provided free of charge upon each request of the Client within 3 (three) business days; the Service's programming interfaces are available to the Client through the base Technical Access (clause 3.1); the Provider assists the switching in good faith and provides the Client and the provider it has chosen with information on the switching procedure, the data format and its limitations.

c) **Extension.** Before the transition period ends, the Client may extend it once for a period of its choice by notifying the Provider in accordance with item (a).

d) **Payment.** No charge is made for switching, including for the return of data. The transition period within the paid Billing Period is not paid separately. The Client pays for the time of the transition period after the end date (clause 3.4) on an hourly basis for each Service of the current configuration that is paid for under the Pricing:

`Transition_period_fee = Σ quantity × monthly_rate / 730 × hours`,

where **quantity** is the number of units of the Service in the current configuration; **monthly rate** is the price of a unit of the Service per month **without the annual discount** under the Pricing in force on the date the Invoice is issued; **730** is the average number of hours in a month (8760 / 12); **hours** — from the end date to the termination of the Agreement under item (e). The amount is calculated as an EUR equivalent and rounded to EUR 0.01. The Invoice is issued after the termination of the Agreement and is payable within 10 (ten) calendar days; late payment bears a penalty under clause 11.2. If the Client later orders Services again, the unpaid amount is included in its next Invoice.

e) **Termination.** The Agreement terminates at the end of the transition period, taking into account any extension under item (c), or earlier — from the moment the Client notifies the Provider in accordance with item (a) that the switching has been successfully completed. The Provider confirms the termination of the Agreement by email to the Client.

f) **Data retrieval.** For 30 (thirty) calendar days after the termination of the Agreement under item (e), access to the Account is blocked, the Tenant data is retained, and the return of data is provided upon the Client's request in accordance with clause 10.11. After this period the data is deleted in accordance with clause 14.5.

g) **Early termination.** If the Agreement terminates under item (e) before the end date, the unused balance of the paid Services is not refunded and is not credited as a Service Credit, existing Service Credits are cancelled, while the Advance Payment is refunded in accordance with clause 3.6.3 (clause 14.4). The non-refund of the balance and the cancellation of Service Credits are an early termination fee of which the Client is informed before concluding the Agreement (Article 29(4) of Regulation (EU) 2023/2854); the Provider makes no other charges in connection with switching.

XV. Electronic Form. Evidence

15.1. The Parties acknowledge that this Agreement and all transactions arising from it (Acceptance, orders, primary documents — Invoices, certificates of services rendered, correspondence) are made in electronic form and have the same legal force as similar transactions on paper (Articles 5 — 8 of the Law of Ukraine "On Electronic Documents and Electronic Document Management", Articles 11 — 12 of the E-Commerce Law).

15.2. The Parties acknowledge the evidentiary value of the electronic records of the Provider's information and telecommunication system, in particular but not limited to:

- logs of Acceptance of the Agreement with the details listed in the Market Offer;
- logs of Users' actions in the Service;
- logs of issued invoices and credited payments;
- logs of generated, sent and confirmed primary documents (Invoices, certificates of services rendered).

15.3. Each edition of the Market Offer, these General Terms, the Pricing and the Trial Terms is published together with its **SHA-256 hash**, which is recorded at the moment of Acceptance in the Service's acceptance log and may be verified by the Client at any time.

XVI. Final Provisions

16.1. The Agreement constitutes the entire agreement of the Parties on its subject matter and supersedes all prior agreements, negotiations and correspondence on that subject matter, except those expressly included in the Agreement as its part.

16.2. Section headings are used solely for ease of navigation and do not affect the interpretation of the provisions of the Agreement.

16.3. If any provision of the Agreement is held invalid or unenforceable, this does not affect the validity of the remaining provisions.

16.4. All notices under the Agreement, unless expressly provided otherwise, are sent:

- by the Provider — to the Client's email specified in the registration data;
- by the Client — to the Provider's email support@wms.com.ua and/or through the interface of the Customer Portal.

End of edition v2026-11-17.