

## **KÖRBER SUPPLY CHAIN US, INC. TERMS OF USE**

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and Körber Supply Chain US, Inc. (“Körber,” “we,” “us”) with respect to your use of koerber-supplychain.com (“Site”), or use our mobile application (“Application”), and the services available on such platforms (collectively, the “Services”), including any Content (as defined in Section 2 below). **BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY STATEMENT <https://www.koerber-supplychain.com/privacystatement> WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY STATEMENT, DO NOT USE THE SERVICES.**

1. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective 30 days after posting for current users and immediately for new users and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
2. **Scope of and Restrictions on Use.** Subject to these Terms of Use, Körber grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and use the Services for legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”), and (b) download and install the Application on mobile devices owned or otherwise controlled by you (each, a “Mobile Device”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Körber. You agree not to:
  - collect information from the Services using an automated software tool or manually on a mass basis;
  - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
  - obtain, or attempt to obtain, access to areas of the Site or an Application or our systems that are not intended for access by you;
  - “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
  - restrict or inhibit other users from accessing or using the Services;
  - modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or an Application or in the Content; or
  - access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Application, you further agree not to:

- copy the Application (except to install it on your Mobile Devices);
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or any features or functionality of the Application to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. **Ownership.** The Services (including the Content) are owned by Körber and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site and/or any Application are registered and unregistered marks of Körber and its licensors. The Application is licensed, not sold, to you. You acknowledge and agree that, as between you and Körber, Körber is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

4. **Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Körber of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

5. **User Content.**

5.1. User Content and Restrictions. The Services may enable users to submit, upload, post, share, display, or transmit to other users (hereinafter, “post”) ideas, information, materials, and other user-generated content (collectively, “User Content”) and interact with others through user comment areas, message boards, and similar user-to-user areas. You may not post any User Content that:

- is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy rights or right of publicity, or otherwise objectionable;

- constitutes or promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- contains any material that could give rise to any civil or criminal liability under any applicable laws, rules, or regulations or that otherwise may be in conflict with these Terms of Use;
- infringes upon, misappropriates, or otherwise violates any intellectual property rights or other rights of a third party;
- encourages criminal conduct;
- contains false, misleading, fraudulent, or deceptive claims or content;
- gives the impression that it emanates from or is endorsed by Körber or any other person or entity, if this is not the case; or
- contains any virus, malware, spyware, or other harmful content or code.

- 5.2. Rights You Grant to Us. You hereby grant to Körber an irrevocable, perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide right and license to use, reproduce, display, perform, distribute, and prepare derivative works of any User Content you post on or through the Services for any purpose and in all forms and all media, whether now known or that become known in the future, and you waive any and all claims that you may have now or may hereafter have in any jurisdiction to so-called “rental rights,” “moral rights,” and all rights of “droit moral” in that User Content, even if the User Content is altered or changed in a manner not agreeable to you. If you post User Content, you represent and warrant to Körber that you own or control all rights in and to such User Content and have the right to grant the rights above to us.
- 5.3. No Responsibility. You agree that you are solely responsible for your User Content, and you acknowledge and agree that Körber is not responsible for, and does not endorse, any User Content.
- 5.4. No Obligation to Prescreen, Monitor or Use. Körber does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Services. However, Körber retains the right (but not the obligation), in its sole discretion and for any reason, to prescreen, monitor, edit, remove, or move User Content posted on or through the Services. You acknowledge and agree that we are not obligated to post, keep, or use your User Content.
- 5.5. Submitted Ideas. While we appreciate your interest in the Services and our business, Körber does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of Körber might seem to others to be similar to users’ own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Statement <https://www.koerber-supplychain.com/privacystatement> all comments, suggestions, ideas, drawings, concepts, or other information or materials

disclosed or offered to us by you via the Services or in response to solicitations on the Site or any Application shall be deemed to be non-confidential and non-proprietary.

6. **Electronic Communications.** The communications between you and Körber via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
7. **Online Purchases and Other Terms and Conditions.** All purchases made through the Services or other transactions for the sale of products or services formed through the Services are governed by our Legal Terms. Our Legal Terms consist of; (i) the General Terms located at <http://www.Koerber-supplychain.com/generalterms>; (ii) if the purchase includes Software Products, the Software Terms located at <http://www.Koerber-supplychain.com/swterms>; (iii) if the purchase includes Support Services, the Support Terms located at <http://www.Koerber-supplychain.com/supterms>; (iv) if the purchase includes Professional Services, the Professional Services terms located at <http://www.Koerber-supplychain.com/psterms>; (v) if the purchase includes Hardware Products, the Hardware Terms located at <http://www.Koerber-supplychain.com/hwterms>; and (vi) if the purchase includes Cloud Services, the Cloud Services Terms located at <http://www.Koerber-supplychain.com/cloudterms>; or (vii) if you and Körber have signed a master customer agreement, the terms of that agreement; and any other policies, rules, or guidelines that may be applicable to specific portions or features of the Services are incorporated into these Terms of Use. If you do not agree to be bound to such additional terms and conditions, you should not indicate any assent or acceptance of such terms and conditions.
8. **Privacy Statement.** You acknowledge and agree that all information collected by Körber is subject to our Privacy Policy <https://www.koerber-supplychain.com/privacystatement>. By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Statement.
9. **Application Updates.** Körber may, from time to time in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, “Updates”). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that Körber has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet, either (a) an Application will automatically download and install all available Updates, or (b) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and will be subject to these Terms of Use.
10. **Change and Suspension.**

- 10.1. Changes to the Services. Körber reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Körber will not be liable to you or to any third party for any such change, suspension, or discontinuance.
- 10.2. Suspension/Termination of Access. Körber has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof if you violate these Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

## **11. Disclaimer; Limitation of Liability.**

- 11.1. Disclaimer of Warranties. THE SERVICES, THE APPLICATION AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND KÖRBER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER KÖRBER NOR ANY PERSON ASSOCIATED WITH KÖRBER MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, THE APPLICATION OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER KÖRBER NOR ANYONE ASSOCIATED WITH KÖRBER REPRESENTS OR WARRANTS THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, THE APPLICATION, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 11.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KÖRBER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, THE APPLICATION OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 11.2, KÖRBER IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL

THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL KÖRBER'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO KÖRBER IN THE TWELVE (12) MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES AND THE APPLICATION IS AT YOUR SOLE RISK.

- 11.3. **Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 11 may not apply to you.
12. **Indemnification.** You agree to indemnify, defend, and hold Körber and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services, Application and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.
13. **Third-Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Körber is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Körber does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
14. **Third-Party Platforms.** Körber may provide the Services to you through third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions may apply to you with respect to your use of Third-Party Platforms, which are not under Körber's control. Körber does not assume any responsibility or liability for your use of such Third-Party Platforms.
15. **Notice Regarding Apple.** The following additional terms and conditions apply to use of the Application on an Apple, Inc. ("Apple") iOS-powered Mobile Device. You and Körber acknowledge that these Terms of Use are concluded between you and Körber only, and not with Apple, and Apple is not responsible for the Application or the Content thereof. You agree that your license to use the Application is limited to the Apple iOS Mobile Device that you own or control and that your use of the Application shall be subject to the usage rules set forth in Apple's then-current App Store Terms of Service. You and Körber acknowledge

that Apple shall have no obligation to provide maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may contact Apple and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and Apple will not be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Application to conform to any applicable warranty. Please note that we have disclaimed all warranties with respect to the Application - see Section 11.1 (Disclaimer of Warranties). You and we acknowledge that Apple shall have no responsibility for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation. If a third party claims that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Apple is not responsible for the investigation defense, settlement or discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties. Körber's contact information for any questions, complaints or claims with respect to the Application is set forth in Section 19 below. You agree to comply with all applicable third-party terms of agreement when using the Application. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

16. **Linking to the Site.** You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by, or licensed to, you. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
17. **U.S. Export Controls.** The Application may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the United States.

**18. Miscellaneous.**

- 18.1. Geographic Restrictions. Körber is based in the State of Minnesota in the United States. We make no claims that the Services or the Content are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
- 18.2. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Minnesota, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Minnesota. The parties hereby irrevocably consent to exclusive jurisdiction and venue in the state and federal courts situated in Hennepin County, Minnesota for any claims arising out of, or relating to, these Terms of Use.
- 18.3. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.
- 18.4. Entire Agreement. These Terms of Use, including our Privacy Statement <https://www.koerber-supplychain.com/privacystatement> and Cookie Policy <https://www.koerber-supplychain.com/cookiepolicy> constitute the sole and entire agreement between you and Körber with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

19. **Questions**. If you have any questions about the Services or these Terms of Use, please call us at 1-800-328-3271, email us at [info.sc.msp@koerber-supplychain.com](mailto:info.sc.msp@koerber-supplychain.com), or write to us at:

Körber Supply Chain US, Inc.  
5600 W 83rd St  
Suite 600  
Minneapolis, MN 55437  
Attention: Legal

20. **Notice to California Residents**. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.