

TERMS AND CONDITIONS OF USE

Effective Date: May 6, 2026

Company: Temperpack Technologies Inc., a Delaware corporation, with principal offices at 4101 Carolina Avenue, Richmond, Virginia 23222, U.S.A. (“**Company**,” “**we**,” “**us**,” or “**our**”)

These Terms and Conditions of Use (these “**Terms**”) govern access to and use of the Company’s web-based digital platform, including all associated modules, software, interfaces, dashboards, tools, analytics, models, documentation, and services made available by Company (collectively, the “**Platform**”).

By accessing, browsing, registering for, logging into, clicking to accept, or otherwise using the Platform, the person or entity doing so (“**User**,” “**you**,” or “**your**”) agrees to be bound by these Terms.

If you are using the Platform on behalf of a company or other legal entity, you represent and warrant that you have authority to bind such company or entity to these Terms, and in that case “**User**,” “**you**,” and “**your**” refer to that company or entity as well as its authorized personnel, as applicable.

If you do not agree to these Terms, you may not access or use the Platform.

1. DEFINITIONS

For purposes of these Terms, the following definitions apply:

1.1 “**Account**”

“**Account**” means the account, credentials, profile, login, or access mechanism used by User to access or use the Platform.

1.2 “**Authorized User**”

“**Authorized User**” means an individual natural person whom Company or the applicable customer entity has authorized to access and use the Platform on behalf of that customer entity, subject to these Terms.

1.3 “**Company Content**”

“Company Content” means all content, materials, information, text, graphics, interfaces, reports, dashboards, layouts, databases, compilations, documentation, manuals, specifications, designs, visual elements, and other materials made available through or in connection with the Platform, excluding only User Data to the limited extent expressly provided in these Terms.

1.4 “Derived Data”

“Derived Data” means any information, models, analytics, benchmarks, reports, improvements, refinements, inferences, de-identified data, aggregated data, predictive insights, performance data, trend analyses, or other outputs generated, inferred, transformed, or derived by or on behalf of Company from or through the use, analysis, or Processing of data, provided that such Derived Data does not identify User or any individual as such.

1.5 “Intellectual Property Rights”

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with works of authorship, patents, patent rights, copyrights, mask work rights, moral rights, trademark rights, trade dress rights, trade secret rights, know-how, confidential information, database rights, publicity rights, and any other proprietary rights, and all applications, registrations, renewals, extensions, restorations, and equivalents thereof worldwide.

1.6 “Output” or “Outputs”

“Output” or **“Outputs”** means any result, report, recommendation, simulation, prediction, optimization scenario, packaging configuration, analytical output, engineering suggestion, modeled scenario, ranking, score, estimate, dashboard result, or other content generated, displayed, or made available by or through the Platform.

1.7 “Platform Data”

“Platform Data” means all data relating to the operation, performance, usage, security, support, telemetry, diagnostics, and integrity of the Platform, including usage logs, metadata, audit trails, event records, performance metrics, technical records, and system-generated information.

1.8 “User Data”

“User Data” means data, information, materials, and content submitted, uploaded, transmitted, entered, provided, or otherwise made available by or on behalf of User through or in connection with the Platform, including shipment-related information, product characteristics, order information, account information, sample and testing information, and other business or operational data.

1.9 “Tracker”

“Tracker” means any physical monitoring device, logger, sensor, tag, or related component that may interface with or provide data to the Platform, whether supplied by Company or a third party.

2. ELIGIBILITY; BUSINESS USE ONLY

2.1 Business-to-Business Platform

The Platform is intended solely for business use in connection with User's relationship with Company. The Platform is not intended for personal, family, household, or consumer use.

2.2 Age and Authority

User represents and warrants that each individual accepting these Terms or accessing the Platform is at least eighteen (18) years old and has the legal capacity and authority to do so.

2.3 Restricted Jurisdictions

User may not access or use the Platform in any jurisdiction or under any circumstances where such access or use would be unlawful, prohibited, or would cause Company to violate any applicable law, regulation, sanction, export control, or trade restriction.

3. ACCEPTANCE OF TERMS; MODIFICATIONS

3.1 Binding Effect

These Terms are binding as of the earliest date on which User accesses the Platform, creates an Account, clicks to accept these Terms, or otherwise manifests assent to them.

3.2 Updates

Company may amend, modify, revise, supplement, or replace these Terms from time to time in its sole discretion. Updated Terms shall become effective upon posting to the Platform or otherwise making them available to User, unless a later effective date is stated.

3.3 Continued Use

User's continued access to or use of the Platform after updated Terms become effective constitutes acceptance of the updated Terms.

3.4 Separate Agreements

If User and Company have entered into a separate written agreement governing specific products, services, pricing, or commercial matters, those terms may supplement these Terms. Unless expressly stated otherwise, these Terms continue to govern Platform access and use.

4. PLATFORM DESCRIPTION

4.1 General Nature of Platform

The Platform is a browser-accessible digital environment through which Company may make available information, tools, recommendations, analytics, and related functionality concerning Company's products, services, customer relationships, and business operations.

4.2 Customer Information and Account Module

The Platform may permit Authorized Users to access customer-specific information, which may include, without limitation:

- a. order history;
- b. purchasing activity;
- c. SKU information;
- d. pricing information;
- e. shipment details;
- f. account-management information;
- g. sample history;
- h. testing history and reports;
- i. sustainability data, calculations, or metrics;
- j. other customer-specific operational, commercial, or account-related information.

4.3 Engineering, Simulation, and Decision-Support Module

The Platform may include tools intended to assist users with evaluating or considering packaging, shipping, configuration, insulation, coolant, or related decisions. Such tools may allow users to input shipment, route, product, or operational data and may generate possible scenarios, recommendations, or comparative results.

4.4 Tracker and Monitoring Module

The Platform may include or interface with Trackers or tracking-related functionality and may present environmental, temporal, or logistics-related data, including temperature or similar information, in real time or after the fact.

As between the parties, Company exclusively owns all right, title, and interest in and to all Tracker Data and all Platform Data generated through or in connection with Tracker interfaces. Company may, in its sole discretion, make Tracker Data available to the relevant User through the Platform. Any access to or display of Tracker Data made available by Company to User does not transfer ownership of or any rights in Tracker Data to User, and User's access to Tracker Data is subject to these Terms and may be modified, restricted, or discontinued at any time.

4.5 Developmental and Evolving Nature

User acknowledges and agrees that the Platform is evolving and that features, modules, interfaces, tools, Outputs, methodologies, and availability may change from time to time. Company has no obligation to maintain any particular feature, function, workflow, interface, data set, design, or Output format.

5. ACCESS RIGHTS; LIMITED LICENSE

5.1 Limited Right to Access

Subject to User's compliance with these Terms, Company grants User a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the applicable access period to access and use the Platform solely for User's own internal business purposes and solely in connection with User's permitted business relationship with Company.

5.2 No Ownership Transfer

The Platform is licensed, not sold. No ownership right or interest in the Platform, Company Content, Outputs, or any Intellectual Property Rights is transferred to User.

5.3 Reservation of Rights

Company reserves all rights not expressly granted in these Terms. No implied license, estoppel, or other theory shall expand User's rights beyond those expressly stated.

6. ACCOUNTS; AUTHENTICATION; SECURITY

6.1 Account Creation and Approval

Access to the Platform may require Company approval, Account creation, authentication procedures, verification steps, or additional onboarding requirements. Company may approve, reject, or condition access in its sole discretion.

6.2 Account Credentials

User shall maintain the confidentiality of all credentials, passwords, access methods, and authentication materials associated with its Account.

6.3 Responsibility for Account Activity

User is solely responsible for all activity occurring under its Accounts, whether or not authorized by User, unless caused solely by Company's material breach of these Terms.

6.4 Security Incidents Affecting User Credentials

User shall notify Company immediately upon becoming aware of any unauthorized access to, use of, or compromise involving its Account or credentials.

6.5 Administrative and Technical Controls

Company may require password resets, multifactor authentication, identity verification, revalidation of Account ownership, or other security measures as a condition of continued access.

6.6 Monitoring

Company may monitor, log, review, record, and analyze Platform access and usage for security, integrity, compliance, support, performance, legal, business, and any other lawful purposes.

7. USER DATA; USER RESPONSIBILITIES

7.1 Responsibility for User Data

User is solely responsible for all User Data, including its legality, accuracy, completeness, reliability, suitability, and appropriateness for the intended use.

7.2 Rights in User Data

User represents and warrants that it owns or has secured all rights, permissions, consents, notices, licenses, and lawful bases necessary to provide User Data to Company and to permit Company to Process User Data as contemplated by these Terms, the Privacy Policy, the DPA if applicable, and the Platform's functionality.

7.3 No Prohibited Data

Unless expressly agreed in writing by Company, User shall not submit to the Platform any data that:

- a. infringes or misappropriates third-party rights, including but not limited to Intellectual Property Rights;
- b. contains unlawful, defamatory, fraudulent, or deceptive material;
- c. includes malware, malicious code, or harmful instructions;
- d. contains sensitive personal data, regulated data, or controlled data requiring special handling not expressly supported by the Platform;
- e. violates export controls, sanctions, or other legal restrictions.

7.4 Consequences of Submission

User acknowledges that Platform Outputs and other Platform functions depend on User Data and that inaccurate, incomplete, false, stale, mischaracterized, or inappropriate User Data may materially affect Outputs or the usefulness of the Platform.

8. COMPANY RIGHTS IN USER DATA; PLATFORM DATA; DERIVED DATA

8.1 License to User Data

User grants Company and its Affiliates a worldwide, non-exclusive, royalty-free, fully paid-up right and license to host, access, copy, reproduce, store, transmit, Process, display, analyze, modify, transform, combine, and otherwise use User Data:

- a. to provide, operate, support, secure, maintain, and improve the Platform;
- b. to generate Outputs;
- c. to enforce these Terms;
- d. to comply with law;
- e. to create, generate, and exploit Derived Data;
- f. and for other purposes described in Company's Privacy Policy, Data Processing Addendum, and any applicable agreement.

8.2 Company Ownership of Platform Data

As between the parties, Company exclusively owns all right, title, and interest in and to Platform Data.

8.3 Company Ownership of Derived Data

As between the parties, Company exclusively owns all right, title, and interest in and to Derived Data, and User acknowledges that Derived Data is not User Data, is not Customer property, and is not subject to return, portability, deletion, or use restrictions except as required by applicable law.

8.4 Use of Aggregated and De-Identified Data

Company may aggregate, anonymize, de-identify, benchmark, commercialize, publish, disclose, retain, and otherwise use data that does not identify User or any natural person, for any lawful purpose.

8.5 Product and Model Improvement

Without limiting the foregoing, Company may use User Data, Platform Data, Outputs, system interactions, and other information made available through Platform use to develop, improve, train, validate, refine, and enhance Company's models, simulation methods, analytics, tools, workflows, product designs, commercial strategies, and related offerings, subject to applicable law.

9. INTELLECTUAL PROPERTY OWNERSHIP

9.1 Company Ownership

As between the parties, Company and its licensors retain and shall retain all right, title, and interest in and to:

- a. the Platform;
- b. Company Content;
- c. all software, code, object code, source code, architecture, interfaces, templates, workflows, and designs;
- d. all algorithms, simulation methods, models, rules, processes, methodologies, and know-how;
- e. all Outputs;
- f. all Platform Data;

- g. all Derived Data;
- h. all modifications, updates, enhancements, customizations, configurations, improvements, and derivative works of the foregoing; and
- i. all related Intellectual Property Rights.

9.2 Outputs as Company Intellectual Property

User expressly acknowledges and agrees that all Outputs are and shall remain Company Intellectual Property, even where an Output is generated using or in response to User Data, user prompts, customer-specific parameters, or fee-paid services.

9.3 No Work-Made-for-Hire or Assignment to User

Nothing in these Terms shall be construed to make any Output, model, recommendation, report, packaging design suggestion, simulation result, or other Platform-generated material a “work made for hire” for User or to assign any Intellectual Property Rights in such materials to User.

9.4 Feedback

If User provides comments, suggestions, ideas, enhancements, corrections, requests, improvements, or other feedback regarding the Platform, Company may use, disclose, exploit, commercialize, and otherwise act upon such feedback without restriction, attribution, or compensation, and User hereby irrevocably assigns to Company any rights User may have in such comments, suggestions, ideas, enhancements, corrections, requests, improvements, or other feedback to the extent necessary to effect the foregoing.

10. RESTRICTIONS ON USE

10.1 General Restrictions

User shall not, and shall not permit any third party to:

- (a) access or use the Platform except as expressly permitted by these Terms;
- (b) copy, reproduce, republish, distribute, display, transmit, create derivative works from, sell, lease, rent, license, sublicense, assign, transfer, disclose, or otherwise exploit the Platform, Company Content, or Outputs except as expressly permitted herein;
- (c) reverse engineer, decompile, disassemble, translate, decode, attempt to derive source code from, or otherwise seek to discover the structure, sequence, organization, logic, algorithms, composition, or underlying ideas of the Platform or any part thereof, except to

the extent such restriction is prohibited by applicable law and then only after prior written notice to Company;

(d) bypass, breach, disable, interfere with, or circumvent any access control, usage limit, technical restriction, security mechanism, authentication measure, or protective feature of the Platform;

(e) use robots, scrapers, spiders, crawlers, automated extraction tools, or similar means to access, extract, collect, or harvest data or content from the Platform;

(f) use the Platform to develop, test, support, train, validate, improve, or operate any competing product, service, workflow, model, algorithm, engineering process, packaging approach, simulation method, or commercial offering;

(g) use the Platform, Outputs, or Company Content to avoid, replace, disintermediate, or circumvent Company in any commercial relationship;

(h) allow a third-party manufacturer, converter, co-packer, packaging supplier, consultant, or competitor to access or use Outputs or Company Content to replicate, reproduce, or manufacture a packaging configuration, insulation approach, coolant strategy, thermal design, shipping method, or other recommendation generated by the Platform;

(i) use the Platform or Outputs for benchmarking, competitive analysis, market comparison, or performance testing against any competing products or services;

(j) use the Platform in violation of law, regulation, sanctions, export controls, or third-party rights;

(k) upload malware, code, instructions, content, or data intended to impair, disrupt, damage, or improperly access any system, network, user, or data; or

(l) access the Platform for the purpose of building or populating a database, training set, repository, or knowledge base intended for replication or competitive use.

10.2 No Competitive or Manufacturing Use of Outputs

Without limiting Section 10.1, User shall not use any Output, in whole or in part, directly or indirectly, to:

- a. solicit, source, design, procure, develop, engineer, or manufacture packaging or related solutions from any person or entity other than Company;
- b. enable any third party to manufacture or replicate a Company-recommended solution;

- c. bypass or reduce Company's role as the commercial supplier or provider of the recommended or modeled solution; or
- d. internalize or codify Company's modeled know-how for repeat use outside the Platform or outside the Company relationship.

10.3 Preservation of Injunctive Relief Rights

User acknowledges that any breach of this Section would cause Company irreparable harm for which monetary damages may be inadequate and that Company shall be entitled to seek injunctive relief, specific performance, or other equitable relief in addition to any other remedies available at law or in equity.

11. OUTPUTS; NO RELIANCE; NO GUARANTEES

11.1 Informational Nature

User acknowledges and agrees that the Platform and all Outputs are informational, analytical, predictive, assistive, or advisory in nature only.

11.2 Dependence on Assumptions and Inputs

Outputs may be based on assumptions, models, rules, data sets, methodologies, simplifications, estimations, simulations, and User-provided information that may not fully capture real-world variables, operating conditions, packaging tolerances, product characteristics, handling events, environmental factors, route disruptions, human actions, or unforeseen conditions.

11.3 No Performance Guarantee

Company does not represent, warrant, or guarantee that any Output, recommendation, model, projection, scenario, or suggested packaging or shipping configuration will:

- a. achieve any particular result;
- b. maintain temperature or other environmental conditions;
- c. prevent spoilage, degradation, damage, leakage, failure, contamination, or loss;
- d. comply with any law, regulation, standard, customer specification, carrier requirement, or third-party requirement;
- e. reduce cost, improve performance, or optimize logistics;
- f. be fit for any particular purpose or application.

11.4 Independent Validation Required

User is solely responsible for independently reviewing, evaluating, validating, testing, and determining whether any Output or recommendation is appropriate for User's intended purpose before acting upon it.

11.5 No Professional Advice

The Platform does not provide legal advice, regulatory advice, food safety advice, engineering certification, professional engineering services, transportation compliance advice, customs advice, import/export advice, tax advice, accounting advice, insurance advice, or any other professional or regulated advisory service.

11.6 User Bears Decision Risk

All decisions made using or in reliance on the Platform or any Output are made solely at User's own risk.

12. TRACKERS; DEVICE DATA; MONITORING FUNCTIONALITY

12.1 General

If the Platform interfaces with any Tracker, User acknowledges that such functionality may depend on third-party components, wireless connectivity, environmental conditions, device placement, battery condition, user handling, calibration, data transmission, and other factors beyond Company's control.

12.2 No Assurance of Continuity or Accuracy

Company does not warrant, represent, or guarantee continuous, uninterrupted, complete, real-time, error-free, or accurate tracking, logging, sensing, reporting, transmission, or display of tracker-related information.

12.3 Not a Safety or Compliance System

Unless expressly agreed in a separate signed writing, Trackers and tracker-related Platform functionality are not provided as, and shall not be relied upon as:

- a. life-safety devices;
- b. emergency-response tools;
- c. validated regulatory monitoring systems;
- d. legally required records systems; or

- e. guaranteed chain-of-custody systems.

12.4 User Responsibility

User is solely responsible for determining whether any Tracker or associated data is suitable for its intended operational, commercial, quality, safety, regulatory, evidentiary, or other purposes.

13. AVAILABILITY; MAINTENANCE; CHANGES

13.1 No Guaranteed Availability

Company does not guarantee that the Platform will be available at any particular time or for any minimum uptime period unless expressly stated in a separate written agreement signed by Company.

13.2 Maintenance and Interruptions

The Platform may be unavailable due to maintenance, updates, testing, repairs, emergencies, network failures, third-party outages, force majeure events, security events, or other causes.

13.3 Feature Changes

Company may add, modify, suspend, restrict, or discontinue any Platform feature, module, Output type, integration, workflow, or functionality at any time, with or without notice.

13.4 Beta or Experimental Features

Any beta, pilot, evaluation, experimental, preview, limited-release, or similar feature is provided on an even more limited basis and may be modified or discontinued at any time. Such features may be less stable, less complete, less secure, or more error-prone than other features.

14. FEES; PAYMENT; COMMERCIAL TERMS

14.1 Separate Commercial Terms

Certain Platform features, modules, analyses, simulations, services, or Output sets may be subject to fees, quotes, subscriptions, purchase orders, statements of work, or other commercial arrangements. Unless otherwise expressly stated, separate commercial terms may apply to such offerings.

14.2 No Obligation to Provide Paid Features

Company is under no obligation to provide any paid or premium Platform functionality unless and until the applicable commercial terms have been agreed and satisfied.

14.3 Payment Disputes

Unless otherwise stated in a separate written agreement, User's payment obligations are non-cancelable, and amounts paid are non-refundable except as required by law.

15. PRIVACY; DATA PROCESSING

15.1 Privacy Policy

User's use of the Platform is also subject to Company's Privacy Policy, as updated from time to time, which is incorporated into these Terms by reference to the extent permitted by law.

15.2 Data Processing Addendum

If and to the extent Company Processes personal data on behalf of User or User's organization as a processor or service provider, the applicable Data Processing Addendum made available by Company or otherwise entered into by the parties shall apply.

15.3 Cross-Border Processing

User acknowledges that the Platform may be hosted, operated, supported, and accessed from multiple jurisdictions and that data may be transferred to, stored in, or Processed in the United States, Canada, the United Kingdom, the European Union, and other jurisdictions where Company or its service providers operate, subject to applicable law.

16. THIRD-PARTY SERVICES; INTEGRATIONS; COMPONENTS

16.1 Third-Party Dependencies

The Platform may rely on, interoperate with, or include third-party software, hosting, cloud infrastructure, communications networks, maps, carriers, telematics, analytics, authentication tools, firmware, hardware, or other services or components.

16.2 No Responsibility for Third-Party Offerings

Company does not control and is not responsible for the performance, availability, security, legality, or accuracy of third-party offerings or services, even where they are used with, linked to, or integrated into the Platform.

16.3 User Responsibility for Third Parties

User is solely responsible for complying with terms applicable to third-party services it elects to use with the Platform.

17. CONFIDENTIALITY

17.1 Company Confidential Information

User acknowledges that the Platform, Company Content, Outputs, non-public features, methodologies, models, interfaces, documentation, pricing, and any non-public technical, business, or commercial information disclosed by Company constitute valuable confidential and proprietary information of Company (“**Company Confidential Information**”).

17.2 Obligations

User shall:

- a. protect Company Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a high standard of commercially reasonable care, and shall implement and maintain appropriate administrative, technical, and physical safeguards designed to prevent unauthorized access, use, disclosure, alteration, or loss;
- b. restrict access to Company Confidential Information strictly to Authorized Users with a need to know for permitted purposes, and shall ensure that such Authorized Users are bound by written confidentiality obligations no less protective than those set forth herein;
- c. use Company Confidential Information only as necessary to exercise rights expressly granted under these Terms; and
- d. not disclose Company Confidential Information to any third party except to Authorized Users with a need to know and who are bound by confidentiality obligations at least as protective as these Terms.

17.3 Exclusions

Company Confidential Information does not include information that User can demonstrate by contemporaneously kept written records:

- a. was lawfully known to User without restriction before disclosure by Company;
- b. becomes publicly available through no fault of User;
- c. is lawfully received by User from a third party without breach of duty;
- d. is independently developed without use of or reference to Company Confidential Information.

17.4 Compelled Disclosure

If User is legally compelled to disclose Company Confidential Information, User shall, to the extent legally permitted, give prompt written notice to Company and cooperate with Company's efforts to seek protective treatment.

18. SUSPENSION; INVESTIGATION; ENFORCEMENT

18.1 Suspension Rights

Company may suspend, restrict, or terminate User's access to the Platform, in whole or in part, immediately and without prior notice if Company reasonably determines that:

- a. User has breached these Terms;
- b. User's use poses a security risk;
- c. User's use may expose Company or others to legal, regulatory, commercial, reputational, or operational harm;
- d. User is engaging in prohibited, fraudulent, abusive, unlawful, or suspicious activity;
- e. continued access is no longer commercially, operationally, or legally feasible.

18.2 Investigation Rights

Company may investigate suspected misuse, policy violations, security incidents, legal violations, or technical issues and may take any action Company reasonably deems necessary to protect the Platform, Company, its customers, its rights, or third parties.

18.3 No Liability for Suspension

Company shall not be liable for any loss, cost, claim, liability, or damage of any kind whatsoever arising from any suspension, restriction, or termination made in good faith under these Terms.

19. TERM; TERMINATION

19.1 Term

These Terms begin on the date User first accepts or uses the Platform and continue until terminated in accordance with these Terms.

19.2 Termination by Company

Company may terminate these Terms or User's access to the Platform at any time, with or without cause, and with or without notice, unless otherwise expressly restricted by a separate written agreement.

19.3 Termination by User

User may cease using the Platform at any time, but termination of use does not relieve User of obligations accrued before termination.

19.4 Effect of Termination

Upon termination or suspension:

- a. all rights granted to User under these Terms immediately cease;
- b. User shall stop all access to and use of the Platform, Company Content, and Outputs except to the extent expressly permitted in writing by Company;
- c. User shall, at Company's request, destroy or return Company Confidential Information in its possession or control, except where retention is required by law.
- d. Company has no obligation to return, export, or delete User Data upon termination or expiration of these Terms or upon cessation of User's access to the Platform. Company may retain User Data, Platform Data, Derived Data, and all data, records, and information generated through or in connection with User's use of the Platform for any period and for any purpose consistent with these Terms, Company's Privacy Policy, and applicable law, including without limitation for purposes of legal compliance, fraud prevention, security, backup, audit, dispute resolution, enforcement of these Terms, product and model improvement, and internal analytics. User Data that is de-identified, aggregated, or incorporated into Derived

Data shall be retained by Company indefinitely and is not subject to any return or deletion obligation. Nothing in these Terms requires Company to maintain a copy of User Data for User's benefit, and User is solely responsible for maintaining independent copies of any data it submits to the Platform.

19.5 Survival

The provisions of these Terms which by their nature should survive shall survive termination, including without limitation provisions relating to Intellectual Property Rights, restrictions on use, confidentiality, disclaimers, indemnification, limitations of liability, dispute resolution, governing law, and Company's rights in data, Outputs, Platform Data, and Derived Data.

20. DISCLAIMERS

20.1 Broad Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM, COMPANY CONTENT, OUTPUTS, TRACKERS, TRACKER-RELATED FUNCTIONALITY, REPORTS, DATA, AND ALL RELATED SERVICES AND MATERIALS ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND.

20.2 Disclaimed Warranties

COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF:

- a. MERCHANTABILITY;
- b. FITNESS FOR A PARTICULAR PURPOSE;
- c. TITLE;
- d. NON-INFRINGEMENT;
- e. QUIET ENJOYMENT;
- f. ACCURACY;
- g. COMPLETENESS;
- h. RELIABILITY;
- i. TIMELINESS;

- j. SECURITY;
- k. AVAILABILITY;
- l. PERFORMANCE;
- m. ERROR-FREE OPERATION; AND
- n. RESULTS TO BE OBTAINED.

20.3 No Warranty from Course of Dealing

No oral or written information, course of dealing, course of performance, trade usage, recommendation, sample, pilot, test, marketing material, presentation, or statement by Company or any representative shall create any warranty not expressly stated in a separate written agreement signed by Company.

21. LIMITATION OF LIABILITY

21.1 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, CONTRACTORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY:

- a. INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- b. LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR OPPORTUNITY;
- c. LOSS, CORRUPTION, OR INACCURACY OF DATA;
- d. COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- e. PRODUCT SPOILAGE, DEGRADATION, CONTAMINATION, OR LOSS;
- f. SHIPMENT FAILURE, DELAY, INTERRUPTION, MISROUTING, OR REJECTION;
- g. BUSINESS INTERRUPTION;
- h. REGULATORY PENALTIES OR THIRD-PARTY CLAIMS; OR
- i. LOSSES ARISING FROM RELIANCE ON OUTPUTS OR DECISION-SUPPORT TOOLS,

WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THE PLATFORM, THESE TERMS, OR USER'S ACCESS TO OR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF:

- a. ONE THOUSAND U.S. DOLLARS (US \$1,000); OR
- b. THE FEES ACTUALLY PAID BY USER TO COMPANY SPECIFICALLY FOR ACCESS TO THE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

21.3 Essential Basis

User acknowledges that the disclaimers and limitations of liability set forth in these Terms are an essential basis of the bargain and that Company would not make the Platform available on the same terms without them.

21.4 Maximum Extent Permitted

If applicable law limits the application of any exclusion or limitation in these Terms, such exclusion or limitation shall apply to the maximum extent permitted by law.

22. INDEMNIFICATION

22.1 User Indemnity

User shall defend, indemnify, and hold harmless Company, its Affiliates, subsidiaries, divisions, and each of their respective officers, directors, shareholders, employees, contractors, representatives, successors, and assigns from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, judgments, settlements, penalties, fines, losses, costs, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or relating to:

- (a) User's access to or use of the Platform;
- (b) User Data;
- (c) User's products, packaging, shipments, shipping methods, testing decisions, quality decisions, fulfillment decisions, or commercial decisions;
- (d) User's reliance on or use of any Output;

- (e) User's breach of these Terms;
- (f) User's violation of law, regulation, or third-party rights;
- (g) any allegation that User Data or User's use of the Platform infringes, misappropriates, or violates any third-party rights.

22.2 Company Control

Company may assume exclusive control of the defense and settlement of any matter otherwise subject to indemnification by User, and User shall cooperate fully with Company in connection therewith. User shall not settle any matter in a manner that imposes liability, admission, obligation, or restriction on Company without Company's prior written consent.

23. EQUITABLE RELIEF

23.1 Irreparable Harm

User acknowledges that any unauthorized access to, disclosure of, or use of the Platform, Outputs, Company Confidential Information, Company models, methodologies, or Intellectual Property Rights, or any breach of Sections 9, 10, or 17, would cause Company irreparable harm for which monetary damages may be inadequate.

23.2 Remedies

Accordingly, Company shall be entitled, without the necessity of posting bond or proving actual damages, to seek temporary, preliminary, or permanent injunctive relief, specific performance, and other equitable remedies, in addition to any other rights and remedies available at law or in equity.

24. EXPORT CONTROLS; SANCTIONS; COMPLIANCE

24.1 Compliance Obligation

User shall comply with all applicable export control, sanctions, anti-boycott, customs, import, and trade laws and regulations in connection with the Platform.

24.2 Restricted Persons and Uses

User represents and warrants that it is not, and is not owned or controlled by, any person or entity that is subject to sanctions or other trade restrictions that would prohibit Company

from providing the Platform, and User shall not access or use the Platform for any prohibited end use or in any prohibited jurisdiction.

24.3 Anti-Corruption

User shall comply with all applicable anti-corruption and anti-bribery laws in connection with its use of the Platform.

25. INTERNATIONAL USE

25.1 Cross-Border Nature

The Platform may be accessed from multiple jurisdictions, and Company makes no representation that the Platform or any content is appropriate or available for use in every jurisdiction.

25.2 Local Law Responsibility

User is solely responsible for compliance with local laws applicable to its access to and use of the Platform.

26. DISPUTE RESOLUTION; GOVERNING LAW

26.1 Governing Law

These Terms and any dispute arising out of or relating to these Terms, the Platform, or any related matter shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

26.2 Binding Arbitration

Except for claims for injunctive or equitable relief relating to misuse of Intellectual Property Rights, confidential information, or unauthorized access, any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or the relationship of the parties shall be resolved exclusively by final and binding arbitration.

26.3 Arbitration Rules and Venue

Unless otherwise required by applicable law or agreed by the parties in writing, the arbitration shall be conducted by a nationally recognized arbitration provider in accordance with its commercial arbitration rules then in effect. The seat and venue of arbitration shall

be Wilmington, Delaware, unless Company elects to conduct the arbitration by remote means or the parties agree otherwise.

26.4 Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM.

26.5 Waiver of Class and Representative Actions

TO THE MAXIMUM EXTENT PERMITTED BY LAW, USER MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

26.6 Time Limit

To the maximum extent permitted by law, any claim arising out of or relating to these Terms or the Platform must be brought within one (1) year after the claim arises, except where a shorter or longer period is required by non-waivable law.

27. NOTICES

27.1 Notices to User

Company may provide notices under these Terms by posting them on the Platform, sending them to the email associated with User's Account, or by any other reasonable means.

27.2 Notices to Company

Unless otherwise specified by Company, notices to Company under these Terms shall be sent to:

Temperpack Technologies Inc.
Attention: Legal Department
4101 Carolina Avenue
Richmond, Virginia 23222 U.S.A.

27.3 Effectiveness

Notices shall be deemed given when sent or posted, as applicable, unless otherwise required by law.

28. ASSIGNMENT

28.1 Restriction on User Assignment

User may not assign, transfer, delegate, sublicense, or otherwise dispose of these Terms or any rights or obligations hereunder, whether by operation of law, merger, change of control, or otherwise, without Company's prior written consent. Any attempted assignment in violation of this Section shall be null and void.

28.2 Company Assignment

Company may assign or transfer these Terms, in whole or in part, without User's consent, including to an Affiliate, subsidiary, or division, or in connection with a merger, acquisition, restructuring, or sale of assets.

29. FORCE MAJEURE

Company shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, flood, fire, earthquake, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, carrier failures, internet or telecommunications failures or disruptions, utility interruptions, failures, or disruptions, cyberattacks, governmental actions, supply shortages, or failures of third-party services.

30. RELATIONSHIP OF THE PARTIES

Nothing in these Terms creates any partnership, joint venture, agency, fiduciary, franchise, employment, or other special relationship between the parties. Neither party has authority to bind the other except as expressly agreed in writing.

31. SEVERABILITY

If any provision of these Terms is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

32. WAIVER

No failure or delay by Company in exercising any right, remedy, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, remedy, power, or privilege.

33. ENTIRE AGREEMENT

These Terms, together with any applicable Privacy Policy, Data Processing Addendum, order form, statement of work, or other written agreement expressly incorporated by reference or entered into between the parties, constitute the entire agreement between User and Company regarding the subject matter hereof and supersede all prior or contemporaneous understandings, communications, proposals, representations, or agreements relating to that subject matter.

34. INTERPRETATION

34.1 Headings

Headings are for convenience only and do not affect interpretation.

34.2 Including

The words “including,” “include,” and similar terms shall be deemed to mean “including without limitation.”

34.3 Drafting

These Terms shall be interpreted fairly according to their plain meaning and not strictly for or against either party by reason of authorship.

35. ELECTRONIC ACCEPTANCE; RECORDS

User agrees that electronic acceptance of these Terms, including by click-through acceptance, login acceptance, or other electronic manifestation of assent, shall have the same force and effect as a handwritten signature. User further agrees that electronically stored copies of these Terms and related records shall be admissible to the same extent as original business records.