FOURKITES® TERMS OF SUBSCRIPTION

Effective Date: October 30, 2026. *These Terms of Subscription apply to orders for subscriptions to the FourKites Platform submitted on or after the Effective Date. If you wish to keep a copy of these Terms of Subscription, you can [download as pdf].*

For orders submitted prior to the Effective Date, the version of the Terms of Subscription that was applicable at the effective date of such order shall continue to apply until such order's next renewal. Older versions of these Terms of Subscription are accessible at the FourKites Legal Hub Archive.

These FourKites® Terms of Subscription ("**Terms of Subscription**") are applicable to any Order Form that incorporate these Terms of Subscription and is signed by FourKites, Inc., a Delaware corporation, with principal offices at 110 N. Wacker Drive, Suite 4550, Chicago, IL 60606 ("**FourKites**") and by the company identified in such Order Form (the "**Company**") (each, an "**Order Form**"). Each Order Form shall be subject to these Terms of Subscription and these Terms of Subscription, along with all Order Forms, collectively constitute the "**Agreement**" by and between FourKites and Company. Capitalized terms have the meanings ascribed to them throughout the Agreement.

1. Platform Subscription; Related Services. During the Term (as defined below):

(a) *Platform Subscription*. Company hereby subscribes for the access to the Platform described in each Order Form. If the Order Form includes access to the Supply Chain Network, Company hereby joins the Supply Chain Network subject to the Supply Chain Network Authorization attached hereto as Exhibit A. Subject to Company's and its Authorized User(s)' compliance with the Agreement, FourKites hereby grants Company a revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform features identified in each Order Form, solely through its Authorized Users, for the purposes described in the Order Form and in accordance with the Service Level Agreement in such Order Form (the "**SLA**"). Such access and use is limited to Company's internal business purposes. For purposes of the Agreement: (i) "**Platform**" means the FourKites Intelligent Control Tower™, a patented multi-tenant SaaS supply chain visibility, orchestration, and intelligence platform, with AI/ML capabilities, analytics, conversational intelligence, digital worker automation, APIs, mobile and/or device applications, and related services, as further specified in the applicable Order Form, and as updated or enhanced by FourKites from time to time; and (ii) "**Authorized Users**" means Company's and its affiliates' employees, consultants, contractors, and agents who manage Company's or its affiliate's freight and are authorized by Company to access and use the Platform under the rights granted to Company pursuant to the Agreement; provided, however, that neither Company nor its affiliate may grant Authorized User rights to any person employed or contracted by a third party that directly competes with FourKites, including, without limitation, any software and/or software-as-a-service provider, without FourKites' prior written consent. Company shall notify FourKites in advance if Company intends to access the Platform using any non-human user. Any such access or use of the Platform shall be deemed as access by a Company Authorized User. Company agrees that its purchases of subscriptions to the Platform hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by FourKites regarding future functionality or features.

(b) *Services*. Company hereby purchases from FourKites, and FourKites agrees to provide to Company, the implementation and related services described in each statement of work ("**Services**") that is signed by both parties (each, a "**SOW**").

2. Fees. Company shall pay to FourKites the fees specified in each Order Form (the "**Fees**") within 30 days from the applicable invoice date. FourKites may increase the Fees due under an Order Form, for the same Platform features and service volume entitlements under an Order Form, for each annual subscription period following the first annual subscription period by the greater of CPI (as defined by CPI-U) or 3%, subject to FourKites providing written notice of such increase to Company no later than 60 days prior to the effective date of such increased Fees. The increased Fees shall be effective at the beginning of the next Renewal Term. Fees which are not timely paid shall accrue late charges from the date such payment was due until the date paid at a rate equal to the lesser of 7% per annum or the maximum rate permitted by applicable law. In addition, and without limiting any other rights and remedies, FourKites may suspend access to the Platform and/or provision of the Services in the event that any Fees are 30 or more days overdue.

3. Term. The Agreement shall commence on the Effective Date of the first Order Form (the "Effective Date") and end on the date specified in the Order Form (the "**Initial Term**"), after which time these Terms of Subscription and each Order Form hereunder shall automatically renew for additional renewal periods equal to the Initial Term (but no less than 12 months) (each, a "**Renewal**

Term") until such time as either party provides written notice of non-renewal to the other party no later than 30 days before the last day of the Initial Term or then-current Renewal Term (the Initial Term and each Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, either party may terminate the Agreement immediately upon written notice to the other party in the event that the other party declares bankruptcy or materially breaches the Agreement and fails to cure such breach within 30 days from the date of receipt of written notice thereof. Upon termination or expiration of the Agreement, Company shall, and shall inform is Authorized Users to, discontinue use of the Platform and return, remove, or destroy (with written certification) FourKites' Confidential Information. Sections 4, 5, 7, 11, 12, 14, 15 and 16 of these Terms of Subscription shall survive any termination or expiration of the Agreement.

4. Intellectual Property.

(a) *FourKites Materials*. All right, title, and interest in and to the Platform (including all updates, customizations, and/or modifications thereto) and any associated documentation or manuals accessible at the Knowledge Base on the Platform ("**Documentation**") or other materials provided in or with the Platform, including all intellectual property rights therein, (individually and collectively, the "**FourKites Materials**") are and will remain with FourKites and its relevant licensors. The structure, organization, and code of the Platform and the products and services provided by FourKites are the valuable trade secrets and Confidential Information of FourKites, its licensors, and/or its or their affiliates.

(b) *Data*.

(i) *Company Data*. As between Company and FourKites, Company is and will remain the sole and exclusive owner of all right, title, and interest in and to all the data and information uploaded, submitted or otherwise made available by Company to the Platform through its Authorized Users or through APIs integrating the Platform with third-party systems licensed by or on behalf of Company or through Company's service providers, partners or contractors, and all intellectual property rights relating thereto excluding any data or information that: (i) is publicly available; (ii) relates to or is used in providing services to other FourKites customers; (iii) is not exclusive to Company or (iv) is provided by a third-party data provider under a license that restricts Company's use, retention, or disclosure of such data, as set forth in the Third Party Data Restrictions ("**Company Data**"). Company represents and warrants that it has the right to provide FourKites with the Company Data for the purposes described in the Agreement and the Documentation and that Company Data complies with applicable laws. Company shall ensure Company Data is accurate and meets the minimum requirements set by FourKites in the Documentation to enable provision of the Platform and/or Services. FourKites shall retain Company Data in accordance with FourKites' data retention standards.

(ii) *General Learning, Aggregate Data*. FourKites keeps track of Platform usage and performance data to better serve its customers and improve customer experience. Company agrees that FourKites may reuse all general knowledge, experience, know-how, works, and technologies (including ideas, concepts, processes, and techniques) related to Company's use of the Platform or acquired during provision of the Services. Company agrees that FourKites shall have the right to anonymize or aggregate Company Data (such anonymized or aggregated data, "**Aggregate Data**") to prepare reports, studies, analyses, enhancements and other work product; provided, however, that under no circumstances shall FourKites distribute or otherwise make available data that is identifiable as Company Data to any third party other than FourKites, its affiliates, the Company, its Authorized Users, its carriers or any third party approved by Company in writing. FourKites shall own and retain all right, title, and interest in and to Aggregate Data.

(c) *Trademarks*. Each party may reproduce and publish in the media the other party's trademarks, logos, service marks, trade names and similar designations (collectively, "**Trademarks**") in accordance with such party's brand guidance to create the marketing materials set forth in Section 13 below but may not remove any trademark symbols. For purposes of FourKites, Company shall comply with the FourKites Trademark Usage Guidelines located at https://www.fourkites.ai/legal/fourkites-trademark-usage-guidelines/. All goodwill from the use of the other party's Trademarks shall inure to the benefit of the owning party.

(d) *Feedback*. Company acknowledges and agrees that any suggestions, improvements, feedback, and/or bug fixes relating to the Platform that Company or its Authorized Users may suggest from time to time ("**Feedback**") shall be deemed to be owned in full by FourKites, that FourKites may use any or all such Feedback without restriction, and that, to the extent Company has any rights to the Feedback, Company hereby assigns such rights to FourKites at no cost to FourKites.

(e) *Reservation of Rights*. Except as expressly set forth in the Agreement, no other rights or licenses, express or implied, are granted under the Agreement by either party. No ownership of any intellectual property rights of either party is assigned or transferred to the other party, except as expressly provided herein.

(f) *Restrictions; Suspension*. All use of the Platform by the Authorized Users will be considered use by Company and Company shall be fully liable for Authorized Users' compliance with the Agreement. Company shall notify FourKites promptly of any unauthorized access or use of the Platform that violates the Agreement. Company shall not, and shall not permit its Authorized Users to, (a) directly or indirectly reverse engineer, attempt to derive the source code of, copy or reproduce all or any portion of the FourKites Materials, whether electronically, mechanically or otherwise, in any form including, but not limited to, copying presentation, look and feel, style, or organization; (b) remove any names, designations or notices from any of the FourKites Materials, (c) use the FourKites Materials to develop a competing service; or (d) allow others to do any of the foregoing. Without limiting the foregoing, Company hereby acknowledges that the Platform is not intended for storage or use of any sensitive data including, without limitation, social security numbers, financial account numbers, health information, passport or visa number, credit card data or any special categories of personal data ("**Prohibited Data**"). Company and its Authorized Users will not (i) input any Prohibited Data into the Platform; (ii) use the FourKites Materials in violation of any applicable law, the Documentation or the acceptable use policy located at https://www.fourkites.ai/legal/acceptable-use-policy/. Company shall be solely responsible for maintaining all passwords and access codes to the Platform and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes. Certain third-party data, content, software, and services made available through the Platform are subject to additional restrictions and terms imposed by the applicable third-party providers, as set forth in https://www.fourkites.ai/legal/third-party-data-restrictions ("**Third-Party Data Restrictions**)", which is incorporated into and made a part of this Agreement. Company shall comply with the Third-Party Data Restrictions. FourKites shall have the right to immediately suspend access to the Platform if Company's or its Authorized Users' use or access of the Platform results in a risk of loss or damage to the Platform, FourKites' other systems, or the data or property of any other FourKites customer or supplier.

(g) *Third Party Products*. Where Company elects to enable or use Platform features or functionalities for the Company to connect the Platform with applications, web domains or software developed and maintained by third parties (collectively "**Third-Party Products**"), Company acknowledges that (i) FourKites makes no representations or warranties in relation to the accuracy, integrity, quality, or security of the Third-Party Products or any data provided through such Third Party Products; (ii) access and use of Third-Party Products is at Company's own risk and may be subject to any additional terms and conditions applicable to such Third-Party Products and (iii) where the interoperation with Third Party Products includes access by the third-party provider to Company Data, Company authorizes FourKites to allow the provider of such Third-Party Product to access Company Data as necessary for the interoperation with the relevant Third-Party Product.

5. Confidentiality.

(a) *Generally.* Each party agrees to treat as confidential all Confidential Information of the other party, not to use such Confidential Information for any purpose other than to the limited extent necessary to perform and/or exercise its rights under the Agreement, and not to disclose such Confidential Information to any third party other than (i) its and its affiliate's legal counsel, accountants, consultants, service providers, contractors, officers, and/or employees ("**Representatives**") in each case on a need to know basis and subject to confidentiality obligations at least as protective as those set forth herein or (ii) as set forth in Section 5(b) below. Each party shall ensure that its affiliates and Representatives comply with the terms and conditions of the Agreement. Without limiting the generality of the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party, provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice. Upon discovery of an unauthorized disclosure of Confidential Information, the receiving party shall use its good faith efforts to prevent any further disclosure or unauthorized use thereof and shall notify the disclosing party without any delay. "**Confidential Information**" means all information about business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential". The parties agree that the Company Data constitutes the Confidential Information of Company. Company authorizes FourKites to disclose Company Data to Company's Authorized Users, its carriers and as otherwise provided in writing. The parties agree that the terms set forth in these Terms of Subscription, in each Order Form, as well as the FourKites Materials, the Documentation, and the Aggregate Data constitute the Confidential Information of FourKites.

(b) *Exceptions.* Notwithstanding the foregoing, Confidential Information shall not include any information which (i) is or becomes within the public domain through no act or omission on the receiving party's or its Representative's part in breach of the Agreement, (ii) was lawfully in the receiving party's possession without any restriction on use or disclosure prior to its disclosure by the disclosing party under the Agreement, (iii) is lawfully received by the receiving party from another source, which had/has the right to use and disclose such information subsequent to the date of the Agreement without any restriction on use or disclosure, (iv) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information, as evidenced by contemporaneous written record. If disclosure of Confidential Information is required to be disclosed pursuant to any governmental statute or regulation or by order of any court of competent jurisdiction or other governmental authority, then the receiving party shall timely inform the disclosing party of all such legal or governmental proceedings so that the disclosing party may attempt by appropriate legal means to limit or condition such disclosure, and the receiving party shall further use commercially reasonable efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

6. Representations and Warranties.

(a) *Mutual*. Each party represents and warrants that: (i) it has all corporate authority to execute and perform the Agreement; (ii) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (iii) it will comply with all applicable laws and regulations in carrying out its responsibilities and exercising its rights hereunder; and (iv) it is not a party identified on any governmental or export exclusion list.

(b) *By FourKites*. FourKites represents and warrants that (i) it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Agreement; (ii) it will maintain appropriate administrative, physical, and technical safeguards for protecting the security of all non-public information entered into the Platform consistent with the ISO 27001:2022 and SOC2 Type II framework and will make commercially reasonable efforts to maintain ISO 27001:2022 and SOC2 Type II certifications and (iii) when used in accordance with the Documentation (including providing Company Data that meets the minimum requirements set forth therein) and when used as authorized herein, the Platform shall perform substantially in accordance with Documentation during the Term.

(c) ***DISCLAIMER.*** **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE FOURKITES MATERIALS PROVIDED BY FOURKITES UNDER THIS AGREEMENT ARE PROVIDED "AS IS". EXCEPT AS EXPLICITLY SET FORTH IN THESE TERMS OF SUBSCRIPTION, NEITHER PARTY NOR ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, OR LICENSORS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (II) WARRANTIES REGARDING PLATFORM UPTIME OR DOWNTIME EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE SLA, OR (III) WARRANTIES AS TO THE ACCURACY OF RESULTS THAT MAY BE OBTAINED BY THE OTHER PARTY OR THE OTHER PARTY'S USERS OR CUSTOMERS BY ENTERING INTO THE AGREEMENT.**

7. Limitation on Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, ARISING OUT OF THE AGREEMENT, THE PLATFORM, OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM RELATING TO THE AGREEMENT, THE PLATFORM, THE SERVICES, OR OTHERWISE SHALL NOT EXCEED THE FEES PAID BY COMPANY TO FOURKITES HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. IN NO EVENT SHALL FOURKITES BE LIABLE FOR (A) CLAIMS ARISING OUT OF COMMUNICATIONS OR ACTIONS INITIATED BY COMPANY OR ANY THIRD PARTY THROUGH OR WITHIN THE PLATFORM, (B) ANY MISINFORMATION AND/OR FRAUD COMMITTED BY ANY USER OF THE PLATFORM, (C) CLAIMS ARISING OUT OR RELATED TO DATA PROVIDED BY COMPANY OR THIRD PARTIES, (D) CLAIMS ARISING OUT OF OR RELATED TO THIRD PARTY PRODUCTS, OR (E) FOURKITES ASSUMES NO RESPONSIBILITY FOR THE USE OF THE FOURKITES MATERIALS THAT IS NOT IN ACCORDANCE WITH THIS AGREEMENT BY COMPANY, ITS AUTHORIZED USERS, OR ANY THIRD PARTY INSTRUCTED BY COMPANY OR ITS AUTHORIZED USERS.**

8. Indemnification.

(a) *By FourKites*. FourKites shall defend Company, its affiliates and their respective successors, assigns, officers, directors and employees (each a "**Company Indemnified Party**") against any claim, demand, suit, or proceeding made or brought against such Company Indemnified Party by a third party alleging that the use of the Platform as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (for purposes of this Section 8(a), "**Claim against Company**"), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with any such Claim against Company that are specifically attributable to such Claim against Company, or those costs and damages agreed to in a monetary settlement of such Claim against Company; provided that Company (i) promptly gives FourKites written notice of the Claim against Company; (ii) gives FourKites sole control of the defense and settlement of the Claim against Company (provided that FourKites may not settle any Claim against Company unless the settlement unconditionally releases such Company Indemnified Party of all liability for the Claim against Company); and (iii) provides to FourKites all reasonable assistance, at FourKites' expense. If the Platform becomes, or in FourKites' opinion is likely to become, the subject of a Claim against Company, FourKites may, at its option and expense, either (A) procure for Company the right to continue using the allegedly infringing or misappropriated materials; (B) replace or modify the same so that they become non-infringing; or (C) terminate Company's right to use all or part of the Platform and give Company a refund or credit (at FourKites' discretion) for the fees actually paid by Company to FourKites for the prior twelve month period for the relevant Platform features as of the date of termination, less a reasonable allowance for the period of time Company actually used the relevant Platform features. Notwithstanding the foregoing, FourKites will have no obligation of defense or indemnification or otherwise with respect to any claim or demand based upon (1) any use of the Platform not in accordance with the Agreement; (2) any modification of the Platform made by or content provided by any person other than FourKites; and/or (3) Company's continuation of the allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

(b) *By Company*. Company shall defend FourKites, its affiliates and their respective successors, assigns, officers, directors and employees (each a "**FourKites Indemnified Party**") against any claim, demand, suit, or proceeding made or brought against such FourKites Indemnified Party by a third party alleging that Company Data, or Company's or its Authorized Users' use of the Platform in violation of the Agreement, infringes or misappropriates the intellectual property or other rights of a third party or violates applicable law (for the purposes of this Section 8(b), "**Claim against FourKites**") and shall indemnify FourKites for any damages finally awarded against, and for reasonable attorney's fees incurred by, FourKites in connection with any such Claim against FourKites that are specifically attributable to such Claim against FourKites, or those costs and damages agreed to in a monetary settlement of such Claim against FourKites; provided that FourKites (i) promptly gives Company written notice of the Claim against FourKites; (ii) gives Company sole control of the defense and settlement of the Claim against FourKites (provided that Company may not settle any Claim against FourKites unless the settlement unconditionally releases such FourKites Indemnified Party of all liability for the Claim against FourKites); and (iii) provides to Company all reasonable assistance, at Company's expense.

(c) *Exclusive Remedy*. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim, including, without limitation, for infringement, misappropriation, or otherwise.

9. Insurance. FourKites shall, during the Term, maintain the following minimum insurance coverage:

Type of Insurance	Minimum Limits
Commercial General Liability, including premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract	$1,000,000 per occurrence, $2,000,000 general aggregate; Commercial General Liability limits may be met with a combination of Commercial General Liability and Umbrella/ Excess Liability policy limits
Workers' Compensation	In accordance with statutory requirements
Employer's Liability	$1,000,000 each occurrence, $1,000,000 policy limit
Technology Errors & Omissions (including Cyber) Liability	$5,000,000 per claim, $5,000,000 annual aggregate

Umbrella Liability	$10,000,000 each occurrence and aggregate

10. Force Majeure. Excluding payment obligations hereunder, neither party shall be liable to the other party for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, failure of third-party software or inability to obtain raw materials, supplies or power.

11. Governing Law and Dispute Resolution. The Agreement shall be construed and governed by the laws of the State of Illinois, without reference to conflict of law principles. Each party's senior representatives will, in good faith, attempt to resolve any dispute, claim, or controversy in connection with this Agreement (other than for disputes, claims, or controversies related to the intellectual property of a party) (collectively, "**Disputes**") within thirty (30) days or within such other time period as the parties may agree in writing. Any unresolved Dispute arising out of or in connection with the Agreement or the performance, breach or termination thereof, shall be submitted to the competent court in Chicago, Illinois without prejudice to parties' right to appeal or cassation. This Section shall not prevent either party from seeking immediate injunctive relief in any court of competent jurisdiction.

12. Trade Laws Assurances. Each party (a) will conduct business in accordance with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "**Trade Laws**") in the jurisdictions that apply directly or indirectly to the FourKites Materials including, without limitation, the United States and the European Union and (b) represents and warrants that it is (and, in the Company's case also its Authorized Users are) not on any government prohibited, denied, unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list. Company shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export or provide access to the FourKites Materials without first complying with all U.S. and applicable foreign export control regulations, including, without limitation, obtaining any necessary export or re-export authorization from the applicable governmental authority. In particular, but without limitation, the FourKites Materials may not be exported (a) into (or to a national resident of) any U.S. embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

13. Marketing Materials. FourKites may list Company as a client on FourKites' website and/or in marketing materials. In addition, subject to Company's written approval (email is acceptable), FourKites may (a) issue a press release within 90 days from the date of execution of the first Order Form, and (b) use Company as a customer reference for other FourKites customers and prospects.

14. Personal Data.

(a) Each party will process personal data of the other party's Representatives for the purpose of managing the relationship between parties as a controller under the applicable data protection laws. FourKites shall process such personal data in accordance with the FourKites Privacy Policy.

(b) All personal data received or collected by FourKites in connection with the performance of its obligations under this Agreement will be processed in accordance with the FourKites Data Processing Addendum. Company acknowledges that FourKites is part of a global company with global operations, and that personal data may be processed outside Company's country. All such transfers of personal data shall be in accordance with applicable data privacy laws. Company represents that it has processed any personal data provided to FourKites in accordance with applicable data protection laws.

15. Assignment. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but shall not be assignable by either party without the advance written consent of the other party, except in the case of assignment to an entity acquiring substantially all or all of a party's assets, equity, or business and assuming all of that party's obligations and liabilities hereunder.

16. Miscellaneous. Each party shall pay its own costs and expenses in connection with the Agreement and its activities hereunder. The Agreement supersedes all prior written or oral agreements between the parties regarding the subject matter hereof (including any contradictory or additional language in any purchase order). Company shall be responsible for all sales, excise,

value-added, goods and services, and consumption taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by the Agreement, excluding taxes based solely upon FourKites' income derived hereunder. If any withholding is required by law, Company will pay FourKites any additional amounts necessary to ensure that the net amount that FourKites receives, after any such withholding, equals the amount FourKites would have received if no withholding had been applied. Upon request, Company will provide documentation showing that the withheld amounts have been paid to the relevant taxing authority. FourKites failure to charge appropriate tax due to incomplete or incorrect information provided by Company will not relieve Company of its obligations under this Section 16. If Company is exempt from certain taxes, Company will provide proof of such exemption to FourKites without undue delay. The relationship between the parties under the Agreement is that of independent contractors and neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, agent or representative of the other party for any purpose whatsoever. This Agreement is entered into solely between, and may be enforced only by, the parties and their permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person, including any Affiliate, customer, contractor, or supplier of a party, any legal or equitable right, benefit, or remedy of any nature. The Agreement may be executed in counterparts and by electronic signature and may further be exchanged by facsimile or in scanned form, each of which shall constitute originals and all of which, when taken together, shall constitute the same original. FourKites shall be responsible for actions taken by each subcontractor performance of Services. Any notice pursuant the Agreement shall be deemed effective when delivered in writing to the receiving party's address listed in the Order Form or to such updated address as such party may notify the other party. Copies of any notice to FourKites must be sent to FourKites' general counsel (legalnotices@fourkites.com). If any provision of the Agreement is held to be unenforceable or invalid for any reason, or if any governmental agency rules that any portion of the Agreement is illegal or contrary to public policy, the remaining provisions, to the extent feasible, will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

EXHIBIT A: Supply Chain Network Authorization

FourKites Enabling a Supply Chain Network.
The company below ("**Company**") licenses FourKites' cloud-based, online software platform, which among other things allows shippers, truckers, carriers, brokers and other participants within the logistics and transportation industry to track freight location and otherwise communicate with one another (the "**Platform**"). FourKites has developed and continues to develop within the Platform a network for those engaged in the logistics and transportation industry to communicate and collaborate, including, without limitation, network visibility, a feature that enables FourKites customers to identify and share loads with other FourKites customers that are detected by the Platform to be in the same supply chain to provide visibility into the status of the load ("**Shared Load**") to the other FourKites customer (the "**Supply Chain Network**").

Join the Supply Chain Network for Free.
The Company hereby consents to be identified as a participant in the Supply Chain Network as described herein. There is no fee to be identified as a participant in the Supply Chain Network. The Company consents to and authorizes FourKites to use the data and information processed through and/or stored in the Platform by Company and its users (the "**Company Data**") to (a) identify Company to potential or current FourKites customers that are detected by the Platform to have a shared load with the Company and (b) provide aggregated Company Data that demonstrates the magnitude of potential collaboration with such potential or current FourKites customer (e.g. show number of potential shared loads). FourKites shall not disclose any other Company Data to another FourKites customers unless selected from within the Platform as described below.

Using the Platform to Collaborate and Share Additional Data
As a participant in the Supply Chain Network the Company's Admin User can initiate collaboration with other participants within its own supply chain. The Admin User can do this by either reaching out to another FourKites customer from within the Platform to request to share the Company Data with such FourKites customer ("**Request to Share**") or by accepting a request from another FourKites customer to share the Company Data with such FourKites customer ("**Accept to Share**"). Each time the Admin User chooses to Request to Share or Accept to Share from within the Platform (each a "**Sharing Authorization**"), the Company hereby consents to and authorizes FourKites to make the identified Company Data (the "**Shared Company Data**") available to the identified party. Each Sharing Authorization shall be valid upon clicking the appropriate button from within the Platform and remains in effect until Company or the FourKites customer clicks the appropriate button from within the Platform to stop sharing. Company acknowledges that if it chooses to stop sharing Shared Company Data, such action shall only be applicable to new Company Data and all Shared Company Data previously loaded into the Platform and shared with the other FourKites customers may still be available to the other FourKites customers in the Platform, including Company Data related to loads that are still in transit. Company acknowledges that if it desires to have visibility into shared loads, Company must purchase a subscription license to license such feature under a separate agreement entered into between Company and FourKites (the "**Supply Chain Network Feature Subscription Agreement**").

Managing Your Supply Chain Network Consent.
This Consent and Authorization is valid upon signature and shall remain in effect until Company provides written notice to FourKites that Company no longer wants to participate in the Supply Chain Network ("**Withdrawal Notice**"). Any Withdrawal Notice shall be sent by a reputable overnight carrier to FourKites, Inc., Attn: General Counsel, 110 N. Wacker Drive, Suite 4550, Chicago, IL 60606 or such other address as FourKites may provide. Once available within the Platform, Company's Admin User for the Platform will be able to manage its participation in the Supply Chain Network from within the Platform. The Company's Admin User will be able to withdraw this Consent and Authorization and disable participation in the Supply Chain Network and will also be able to join participation in the Supply Chain Network, all from within the Platform. Company acknowledges that if Company provides the Withdrawal Notice to FourKites or disables participation in the Supply Chain Network from within the Platform, (a) such shall be effective five business days after FourKites' receipt of the Withdrawal Notice, (b) any Withdrawal Notice or disabling participation shall not have any effect on any agreement between FourKites and the Company, including, the Supply Chain Network Feature Subscription Agreement and (c) FourKites may inform the other participants of the Supply Chain Network that Company is no longer a participant of the Supply Chain Network.

Company represents and warrants that it has all rights necessary to the Company Data to provide this Consent and Authorization and to share the Shared Company Data with other FourKites customers as selected by the Company's Admin user; its Admin User is duly authorized on behalf of Company to select from within the Platform Request to Share and Accept to Share and FourKites' use of the Company Data, disclosure of the Shared Company Data and identification of Company as a collaborator to other FourKites customers

in accordance with this Consent and Authorization and any Request to Share or Accept to Share shall not be a breach of the agreement between Company and FourKites or violate any applicable laws.