TERMS OF SUBSCRIPTION – PILOT

These Terms of Subscription – Pilot ("**Terms of Subscription**") are applicable to a trial, pilot or proof of concept (collectively "**Pilots**") offered by FourKites B.V. incorporated under Dutch law, with principal offices at Schiphol Boulevard 175, 1118 BG Schiphol, Netherlands ("**FourKites**") in a statement of work or other document or form referencing these Terms of Subscription (each a "**Pilot SOW**") and accepted by the company identified in the Pilot SOW (the "**Company**"). The Pilot SOW along with these Terms of Subscription collectively constitute the "**Agreement**" between the parties for the Pilot. 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*. Subject to Company's and its Authorized User(s)' compliance with the Agreement, during the Term, FourKites hereby grants Company a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Platform, solely through its Authorized Users, solely for purpose of evaluating the Platform's capabilities under the Pilot. For purposes of the Agreement: (i) **Platform**" means FourKites' patented (U.S. Patent No. 11,017,347, U.S. Patent No. 11,195,139 and U.S. Patent No. 11,748,693) multi-tenant SaaS supply chain visibility, orchestration, and intelligence platform, including all AI/ML capabilities, analytics, conversational intelligence, digital worker automation, APIs, mobile and/or device applications, and related services made available to companies, 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.

(b) *Services*. Where applicable, FourKites agrees to provide to Company, the Pilot implementation and related services ("**Services**") described in the Pilot SOW.

2. Fees. Company shall pay to FourKites the fees specified in the Pilot SOW, if any (the "**Fees**"), within 30 days from the applicable invoice date. 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 start date indicated in the Pilot SOW (the "**Effective Date**") and end on the date specified in the Pilot SOW (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 4-10 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 other materials provided in or with the Platform ("**Documentation**"), 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; or (iii) is not exclusive to Company ("**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 company's brand guidance to create the marketing materials set forth in Section13 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.com/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.

(c) *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.

(d) *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.

(e) *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 input any Prohibited Data into the Platform. Company will not, and will not permit its Authorized Users to, use the FourKites Materials: (i) in violation of any applicable law; (ii) in a manner such that any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information are entered into the Platform; or (iii) in violation of the Documentation and the acceptable use policy located at https://www.fourkites.com/legal/acceptable-use-policy/ or otherwise made available to Company from time to time. 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.

(f) *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 Pilot SOW, 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. DISCLAIMER. COMPANY ACCEPTS THE PLATFORM AND SERVICES "AS IS". FOURKITES NOR ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, OR LICENSORS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (B) WARRANTIES REGARDING PLATFORM UPTIME OR DOWNTIME OR (C) WARRANTIES AS TO THE ACCURACY OF RESULTS THAT MAY BE OBTAINED BY THE OTHER PARTY OR THE OTHER PARTY'S 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 POSSIBLITY OF SUCH DAMAGES. IN ADDITION, THE AGGREGATE LIABILITY OF FOURKITES TO THE COMPANY FOR ANY**

CLAIM RELATING TO THE AGREEMENT, THE PLATFORM, THE SERVICES, OR OTHERWISE SHALL NOT EXCEED THE GREATER OF THE FEES PAID TO FOURKITES UNDER THE AGREEMENT OR FIVE HUNDRED DOLLARS ($500). 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. Governing Law and Dispute Resolution. The Agreement shall be construed and governed by the laws of the Kingdom of the Netherlands, 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 Netherlands Commercial Court (NCC District Court, NCC Court in Summary Proceedings and NCC Court of Appeal) in Amsterdam following proceedings in English, to the exclusion of the jurisdiction of any other courts and subject to the NCC Rules of Procedure. This Section shall not prevent either party from seeking immediate injunctive relief in any court of competent jurisdiction.

9. 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.

10. 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.

11. 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 11. 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. 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. Any notice pursuant the Agreement shall be deemed effective when delivered in person or one day after sending such notice by reputable overnight courier with confirmation of next-day receipt, in each case to the receiving party's address listed in the Pilot SOW or to such updated address as such party may notify the other party. Copies of any notice to FourKites must be sent to (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.