

Kuebix, LLC Master Subscription Agreement

This Master Subscription Agreement (the **“Agreement”**) forms a binding contract between (a) on the one hand, **Kuebix, LLC**, a Trimble company, with offices at 5 Mill & Main Place, Maynard, MA 01754 (**“Kuebix”**, **“we”**, **“us”** or **“our”**) and (b) on the other hand, the company on whose behalf you are accepting this Agreement, otherwise the person electronically accepting this Agreement if acting in an individual capacity (**“Customer”**, **“you”** or **“your”**) (each, a **“Party”**, and together, the **“Parties”**), and governs your use of certain Services made available to you by us. This Agreement is effective as of the date you accept this Agreement or the date on which an agreement incorporating this Agreement by reference first becomes fully executed, as applicable (the **“Effective Date”**).

By accepting this Agreement either electronically (e.g., by clicking a box indicating your acceptance of this Agreement) or physically (e.g., by executing a sales order form, schedule, or statement of work that references this Agreement) or by executing an agreement into which this Agreement is incorporated by reference, you agree to the terms of this Agreement. If the person accepting this Agreement is doing so on behalf of a company or other legal entity, the person accepting this Agreement represents that such person is 18 or older and has the authority to bind such entity and its Affiliates to this Agreement. If the person accepting this Agreement is not 18 and/or does not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Services. By accessing the Services or any information or data through the Services, you further acknowledge your acceptance of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

“Affiliate” means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Party in question. As used herein, **“control”** means the power to direct the management or affairs of an entity, and **“ownership”** means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

“Authorized Distributor” means a company who has entered into a written agreement with us that authorizes them to sell or provide Subscriptions for specific Purchased Services to you.

“Carrier” means a third-party provider of shipping and/or transportation services that other users of the Services may engage or otherwise interact with through the Services.

“Documentation” means the online user guide and support and training materials for the Services, accessible via our User software.

“Intellectual Property Rights” means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and

similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

“Kuebix Free Shipper” means the online service described at <https://www.kuebix.com/kuebix-shipper> and <https://www.kuebix.com/kuebix-pricing> which is made available by us to you on a term Subscription basis without charge after you register for the Kuebix Free Shipper service on the Kuebix website via our Online Registration Form, you accept this Agreement, and we accept your registration. Kuebix Free Shipper may be used by a single user within a single business entity at a single business location. Kuebix Free Shipper does not contain all of the features and functions of the Purchased Services, and does include “add-on” modules, features or functionality to the base Kuebix Free Shipper service which we may make available from time to time on a paid Subscription basis.

“Kuebix Load Match” means the online service described at <https://www.kuebix.com/community-load-match> which is made available by us to you on a term Subscription basis and which enables allows shippers, carriers, and certain other parties to engage in load matching activities. For shippers, access to Kuebix Load Match is provided on a term Subscription basis without charge. For carriers and other eligible participants, access to Kuebix Load Match is provided to carriers and brokers through the execution of a written agreement governing carrier or other entity’s use of and access to such service (the **“Load Match Agreement”**), and the terms of this Agreement are incorporated by reference into the Load Match Agreement.

“Kuebix Software” means our proprietary software modules, libraries, utilities, tools, and other computer or program code used by us to provide the Services.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Non-Kuebix Applications” means online applications, services and offline software products that are provided by entities or individuals other than us (which includes our Affiliates), and that interoperate with the Services, including but not limited to those provided by salesforce.com.

“Online Registration Form” means the registration form submitted by you through the Kuebix Free Shipper online registration portal.

“Our Materials and Technology” means our Services and related documentation, and any written and electronic materials, proprietary information, documentation, code (compiled or otherwise), technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by us or our subcontractors to produce and provide the Services together with all Intellectual Property Rights therein, together with all modifications, improvements or changes thereto. Our Materials and Technology includes without limitation (i) proprietary electronic architecture and other non-literal elements of the Software and Services developed by us, (ii) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto, (iii) APIs, customized applications and computer programs, (iv) processes, methods, algorithms, ideas, and other “know how,” (v) data and information provided or sourced by us (specifically excluding Your Data), and (vi) network equipment and architecture.

“Professional Services” means implementation, set-up, training, or other professional services provided by us to you as described in a Sales Order Form or Statement of Work.

A **“Purchased Service”** means either (a) a term Subscription to one of our online services (other than the Kuebix Free Shipper service) that you or your Affiliates purchase or otherwise acquire from us or our Authorized Distributor, or (b) a term Subscription for “add-on” modules, features, capacity, or functionality which are used with the base Kuebix Free Shipper service or Purchased Services, which term Subscription is purchased by you from us under a Sales Order Form, Schedule of Work, or other order form or written or electronic agreement.

“Representatives” means your and your supply chain partners’ respective employees, consultants, contractors and agents to which you grant access to the Services. All acts and omissions of Representatives with respect to the Services and the performance or non-performance of your obligations under this Agreement will be construed as your acts and omissions, and you will be responsible for any breach of this Agreement caused by the acts or omissions of Representatives. You covenant that you will ensure you have all rights necessary to allow Representatives to access Your Data prior to allowing such access. Any Representatives who are provided User access will count towards your User capacity.

“Sales Order Form” means an order form or similar written or electronic agreement for placing orders and/or purchasing or receiving Subscriptions under this Agreement that is entered into from time to time between you on the one hand, and us, our Authorized Distributor, or any of our respective Affiliates on the other, including addenda and supplements thereto. By entering into a Sales Order Form with one of our Affiliates, our Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. The terms of this Agreement shall apply to each Sales Order Form.

“Services” means the Kuebix Free Shipper service, the Kuebix Load Match service, the Purchased Services, and any other services provided by us on a Subscription basis, as the case may be, which are hosted by us or through our third party hosting provider(s) (currently salesforce.com) and which connect shippers, carriers, vendors, brokers, fleet owners and freight forwarders to foster collaboration and reduced cost (the **“Kuebix Connected Ecosystem”**).

“Statement of Work” or **“SOW”** means a statement of work, schedule, work order, change order, or any other similar mutually agreed upon written agreement governing the provision of Professional Services, which may include without limitation professional services methodology, deliverables and training, and fees.

“Subscription” means a renewing, non-perpetual right and license to use certain Services for a specified subscription period agreed upon in a Sales Order Form, Schedule of Work, or other order form or written or electronic agreement between you and us or you and an Authorized Distributor. Subscriptions may be subject to certain user or usage limits or capacity, and an add-on Subscription must be purchased if you desire to exceed those user or usage limits or capacity.

“Users” means (a) for a free trial, the individual signing up for the free trial, or (b) for a Purchased Service, individuals who are authorized by you to use that Purchased Service

pursuant to a valid Subscription purchased and/or provided to you by us or our Authorized Distributor, which individual(s) have been supplied unique user identifications and passwords.

“Your Data” means all electronic data or information collected by or provided to us, or input or submitted by you or on your behalf, through your use of our Services. You are solely responsible for the accuracy, quality and legality of Your Data and of the means by which you acquired Your Data.

2. Free Trial. We may make one or more Purchased Services available to you and certain of your Users on a trial basis free of charge until the earlier of (a) the end of the trial period specified by us for the trialed Service, or (b) the start date of a Services Subscription purchased by you for the trialed Services (the period ending on such earlier date, the **“Free Trial Period”**). For the avoidance of doubt, if you do not purchase a Services Subscription by the end of the Free Trial Period, the right for you and your Users to use the trialed Services will end and as further set forth in Section 11.6 we have the right to delete any of Your Data used or stored within the trialed Services. Additional trial terms and conditions may appear on the trial registration web page (**“Trial Terms & Conditions”**), which Trial Terms & Conditions are incorporated into this Agreement by reference and will be binding as if expressly set forth in this Agreement. Please review the online training material during the Free Trial Period so that you become familiar with the features and functions of the trialed Service before deciding whether or not to purchase a Subscription. By subscribing for a free trial, you hereby accept and agree to the Kuebix Privacy Policy and expressly consent to the receipt of marketing and sales communications from and use of the information you provided as part of your registration and Your Data for marketing and sales purposes by Kuebix. NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS) AND SECTION 9, DURING THE FREE TRIAL PERIOD THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

3. Services.

3.1 Grant of Rights. Subject to your compliance with the terms and conditions of this Agreement and any additional restrictions, terms or conditions set forth on your Online Registration Form or the applicable Sales Order Form, Schedule of Work, or other order form or written or electronic agreement, during the Subscription term we hereby grant to you a non-exclusive, revocable, non-assignable (except as set forth in Section 12.8), non-transferable and non-sublicensable right to access and use the Services solely for your own internal business purposes and solely within the user or usage capacity applicable to your Services Subscription as set forth in the Online Registration Form or the applicable Sales Order Form(s), as the case may be. You agree that any purchases made by you are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

3.2 Our Responsibilities. We will: (i) provide basic support for the Purchased Services to you at no additional charge; (ii) provide upgraded or premium support to you pursuant to a valid paid Subscription for upgraded or premium support purchased by you directly from us; (ii) provide the Purchased Services in compliance in all material respects with laws, rules and regulations applicable to us; (iii) use industry standard precautions reasonably designed to prevent the Purchased Services from transmitting Malicious Code to you, provided it is not a breach of this clause (iii) if you or a User uploads a file containing Malicious Code into the Services which file is later downloaded by that User or another User; and (iv) use commercially

reasonable efforts to make the Purchased Services available at all times, except for: (a) planned downtime (for which we will give at least 8 hours' notice via the Services and which we will try to schedule to the extent practicable during the weekend hours from 6:00pm Friday to 3:00am Monday Eastern time); (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, pandemic, epidemic, acts of terror, strikes or other labor problems (other than those involving our employees), Internet service provider or hosting provider failures or delays, and denial of service attacks; (c) interruptions, delays or failures resulting from your hardware, software, networks, or connectivity; or (d) any actions or inactions caused by you, Representatives, or any other entity under contract to provide services to you. Notwithstanding any other provision of this Agreement, we and our licensors reserve the right to modify, expand, update or otherwise change portions of the Services and the platform(s) on which they are provided (provided that with respect to the Purchased Services only, such changes do not adversely affect in a material manner the overall functionality of the Purchased Services).

3.3 Your Responsibilities and Restrictions. You will not allow any unauthorized access to or use of the Services through User credentials created by you and/or issued to your Users, and will notify us promptly of any such unauthorized access or use. You will ensure each User has a unique set of User credentials and will not permit Users to share User credentials. You and your Users will use the Services only in accordance with the recommended practices as described in the Documentation and in accordance with all laws, rules and regulations applicable to you and your business. You will not and will not permit any of your Users, employees, Representatives, or any third party to: (i) create Internet links to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on your own intranets or otherwise for your own internal business purposes if expressly contemplated by the Services; (ii) access the Services in order to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the Services; or (iii) use data obtained through the Services other than for your internal business operations.

You agree and covenant that you will not (a) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party, except to your employees as necessary for you to use the Software for your internal business purposes; (b) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to any of Our Materials and Technology; (c) reverse engineer, decompile, translate, adapt or disassemble any of Our Materials and Technology in an attempt to reconstruct or discover the source code or algorithms thereof for any other purpose, except and only to the extent expressly permitted by applicable law; (d) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from any of Our Materials and Technology; (e) use the Services to store or transmit unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable material or any Malicious Code, or to store or transmit data or material in violation of third-party intellectual property or privacy rights; (f) use the Services in any way that violates any applicable federal, state, local or international law, rule, or regulation; (g) interfere with or disrupt the integrity or performance or proper working of the Services or third-party data contained therein, or the use of the Services by others; (h) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any content from the

Services, except as may be expressly approved by us; (i) attempt to gain unauthorized access to the Services or their related systems or networks, or impersonate or attempt to impersonate another user or person in connection with any actual or attempted access to or use of the Services; (j) modify, update, or change program code made available to you in connection with the Services; or (k) cause or authorize any Users, Representatives or any other third party to do any of the foregoing.

3.4 Kuebix Free Shipper. If you have subscribed to Kuebix Free Shipper, except to the extent otherwise permitted by Kuebix in writing or by email you acknowledge and agree that Kuebix Free Shipper is for a single User and a single business entity for a single business location, and does not contain all of the same features and functionality typically found in the Purchased Services. By subscribing to Kuebix Free Shipper, you hereby accept and agree to the Kuebix Privacy Policy and expressly consent to the receipt of marketing and sales communications from and use of the information you provided as part of your registration and Your Data for marketing and sales purposes by Kuebix. For the avoidance of doubt, if we determine that you are using Kuebix Free Shipper with more than one User, for more than one business entity, or for more than one business location, we may terminate your use of Kuebix Free Shipper without notice.

4. Non-Kuebix Applications and Providers.

4.1 Services Provided by Salesforce.com. This Agreement is between you and us. You acknowledge that the Services are currently hosted for us by Salesforce.com. Salesforce.com uses a multilayered approach to protect information; a Salesforce.com “Security Overview” may be found on the SalesForce.com website. We do not warrant that the hosting services will be uninterrupted, error-free, or completely secure. You understand and agree that we utilize an outsourced hosting environment and cannot directly control operations of that environment. By agreeing to this Agreement, you confirm that you accept and agree to abide by the SalesForce Platform Terms of Use that may be found on the Salesforce.com website. Notwithstanding any other provision of this Agreement, you acknowledge and agree that we will not be responsible or liable for the acts or omissions of Salesforce.com.

4.2 Non-Kuebix Applications and Your Data. If you install or enable Non-Kuebix Applications for use with Services to which you have a valid Subscription, you acknowledge that we may allow third party providers of those Non-Kuebix Applications to access Your Data as required for the interoperation and support of such Non-Kuebix Applications with the Services. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-Kuebix Application providers. You are responsible for reviewing and complying with any license or other terms applicable to Non-Kuebix Applications which are separate from these Terms. The Services will allow you to restrict such access by restricting Users from installing or enabling such Non-Kuebix Applications for use with the Services.

4.3 Integration with Non-Kuebix Applications. The Services may contain features designed to interoperate with Non-Kuebix Applications. To use such features, you may be required to obtain access to such Non-Kuebix Applications from their third party providers. If the provider of any such Non-Kuebix Application ceases to make the Non-Kuebix Application available for interoperation with the corresponding Services features on reasonable terms, we

may cease providing such Services features without entitling you to any refund, credit, or other compensation.

4.4 Kuebix Load Match. Kuebix Load Match gives shippers the ability to interface with certain Carriers in order to obtain bids and quotes from said Carriers and to purchase, manage and track shipments that you contract for with such Carrier. You acknowledge that certain of Your Data will be made available to other participants in Kuebix Load Match in connection with the foregoing. We are not responsible for any acts or omissions of any Carrier or shipper or any of its personnel, and you agree to hold us harmless from and against any loss, damage or liability you incur or suffer in connection with your use of Kuebix Load Match and any of your shipments contracted for in connection with the Services, including any late, lost or stolen items or deliveries. We may discontinue allowing certain Carriers to access and use the Services from time to time in our sole discretion. If you engage in brokering activities, we may restrict your ability to access certain categories of carriers.

5. Fees and Payments for Purchased Services.

5.1 Fees and Invoicing. You agree to pay all fees specified in all Sales Order Forms, SOWs, or other order form or written or electronic agreement. Except as otherwise specified herein or in a Sales Order Form, SOW, or other order form or written or electronic agreement, (i) invoices are sent via email, will be due thirty (30) calendar days from date of invoice, and will be paid in the currency specified (or USD if no currency is specified), by check, ACH, wire transfer or credit/debit card; (ii) Subscription fees and other recurring fees are invoiced in advance at the start of the billing cycle (term-based Subscriptions are not determined by actual usage); (iii) fees that are prorated by us for usage less than the full billing cycle, and usage-based charges (e.g., based on utilized capacity), are billed in arrears at the end of the billing cycle; (iv) implementation and professional services fees will be paid as set forth in the Sales Order Form, SOW, or other order form or written or electronic agreement, which may include prepayment; (v) payment obligations are non-cancelable and fees paid are non-refundable, and (vi) the number of Subscriptions purchased cannot be decreased during a Subscription term. Subscription fees are based on annual periods, unless stipulated in a Sales Order Form or in a separate agreement; therefore, fees for Subscriptions added anytime within a period will be charged a prorated amount based on the time remaining within the billing period and will apply to subsequent Subscription periods.

You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information, and for keeping such information up-to-date and complete. If you do not object in writing to an invoiced amount within thirty (30) calendar days of the date of invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. If you are paying by credit/debit card, you authorize us to charge all fees and charges incurred by you pursuant to Sales Order Forms, SOWs, or other order form or written or electronic agreements to your credit/debit card, as well as card processing fees and authorize us to keep such card on file for your subsequent purchases from us.

5.2 Taxes. Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added,

sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your purchases and your use of the Services hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount will be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

5.3 Overdue Charges. If any amounts invoiced hereunder are not received by us by the due date, then at our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future subscription renewals, Sales Order Forms and SOWs on payment terms shorter than those specified above. If you fail to pay any charge owing by you when due, following notice to you of such failure and a five (5) business day opportunity to cure, we may, without limiting our other rights and remedies, suspend your and your Users’ access to and use of the Services until such amounts are paid in full. If you attempt to access or manipulate Your Data utilizing third party software during suspension, we disclaim and you hold us harmless from any responsibility or liability relating to lost or altered data or related damages. We will not exercise our rights under this Section 5.4 if you are disputing the applicable charges reasonably and in good faith and cooperating diligently with us to resolve the dispute. You agree to be liable to us for all costs of collection of past due amounts (including attorneys’ fees).

5.4 Data Storage Fees. For Purchased Services, during the term of your Subscription Your Data is stored for 2 years from the date it is captured or input into the Services. Users of Purchased Services requiring data storage longer than 2 years may purchase a longer storage period through a Sales Order Form or SOW and will be billed in accordance with rates then in effect. Deletion of data upon termination of your Subscription to Purchased Services, or at the end of your use of Kuebix Free Shipper, Kuebix Load Match, trialed Services, or Beta Product (as defined below), is set forth in Section 11.6 below.

6. Ownership and Proprietary Rights.

6.1 Our Materials and Technology. You agree that all right, title and interest in and to Our Materials and Technology (including without limitation the Services), including all changes, modifications and improvements thereto and all Intellectual Property Rights therein, belongs exclusively to, and will remain the sole property of, us, our Affiliates, and our and their respective licensors or partners. You and your Users will take reasonable precautions to prevent unauthorized access and use of the Services by third parties and any unauthorized person. Work performed and deliverables created by us under this Agreement, including SOWs, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered “works made for hire” owned by you. You have no rights in or to Services source code. We reserve all rights in Our Materials and Technology (including without limitation the Services) not specifically and expressly granted to you under these Terms. Our Materials and Technology (including without limitation the Services) are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

6.2 Your Data. As between you and us, you will own Your Data. We will maintain administrative, physical, and technical safeguards reasonably designed to protect the security,

confidentiality and integrity of Your Data. You authorize and consent to our collection and use of Your Data (1) to operate and provide the Services, including without limitation providing you and your Users with requested technical support and addressing and preventing service or technical issues; (2) to transmit such data for use by you and your designated customers for your respective internal business operations (e.g., to enable better understanding of the transportation and movement of the related freight); (3) as required by law or to respond to lawful process (e.g., a subpoena) as described in Section 7 below; and (4) as otherwise authorized or requested by you (e.g., to provide data to your partners within the Kuebix Connected Ecosystem). Except as set forth herein or as otherwise authorized by you, we will not modify Your Data. We will protect Your Data in accordance with our privacy policy found at www.kuebix.com/privacy-policy. This Agreement will not, and will not be construed to, limit or impair our ability to use data independently received from a third party. Further, notwithstanding anything in this Agreement to the contrary you give us and our Affiliates the royalty-free, perpetual right (i) to use Your Data and other data provided to us by you or on your behalf to improve, enhance, and support the nature, quality and features of our and our Affiliates' software and services, and (ii) to aggregate and anonymize Your Data and other data provided to us by you or on your behalf in connection with this Agreement and to use such aggregated and anonymized data, as well as data regarding your use of our products and services and summary or derivative information based thereon, for our and our Affiliates' analytical and other business purposes during and following the term of the Agreement, provided that you will not be identified as the source of such information.

6.3 Suggestions. Notwithstanding anything in this Agreement to the contrary, you grant to us and our Affiliates a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual non-exclusive license to use and incorporate into their services and technology, make available to their customers and commercially use any suggestions, enhancement requests, recommendations, or other feedback provided by you, your Affiliates, and their respective Users and Representatives relating to or resulting from the Services.

7. Confidentiality. As used herein, "**Confidential Information**" means the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by us or you, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. For the avoidance of doubt, the terms of this Agreement, Sales Order Forms and SOWs, and Our Materials and Technology are our Confidential Information, and Your Data is your Confidential Information. Each Party ("**Recipient**") agrees (a) to hold Confidential Information disclosed to it by the other Party ("**Discloser**") strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser's Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to Discloser's Confidential Information to those of its and its Affiliates' Representatives who have a need to know the information in connection with the performance of Recipient's obligations under this Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Recipient will be responsible for any breach of this Agreement by the Representatives of Recipient or its Affiliates. Confidential Information will not include information that Recipient can reasonably

demonstrate through written evidence (A) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (B) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (C) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (D) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose Transportation Data if required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand. Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that in the event of such actual or threatened breach Discloser may seek injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

8. Representations, Warranties, Remedies and Disclaimers.

8.1 Mutual Warranties; Your Warranties. You and we each represent to the other that it has all rights necessary to enter into this Agreement. You represent and warrant to us that you have all rights and consents necessary to provide Your Data to us for use and processing in connection with your use of our Services and as permitted under this Agreement.

8.2 Our Warranties. We warrant that (a) the Purchased Services will perform in all material respects in accordance with the Documentation, and (b) any implementation services and other professional services we provide will be performed in a workmanlike and professional manner and substantially in accordance with the description set forth in the applicable SOW. Our sole obligation and liability, and your exclusive remedy, for any breach of the foregoing warranty will be for us to undertake commercially reasonable efforts to correct defects in the Services, or in implementation or professional services performed, which caused such breach of warranty. For the avoidance of doubt, the foregoing warranty does not apply to Kuebix Free Shipper, trialed Services, or Beta Product (as defined below).

8.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, OUR SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR THE PROFESSIONAL SERVICES, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES, INCLUDING UPDATES, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, AND WE GRANT NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL REGULATORY REQUIREMENTS (E.G., HAZARDOUS MATERIALS PAPERWORK) IN CONNECTION WITH YOUR SHIPMENTS AND LOADS, AND FOR VALIDATION OF ANY PAPERWORK GENERATED BY THE SERVICES. WE ARE NOT RESPONSIBLE FOR ISSUES WITH OUR SERVICES OR PROFESSIONAL SERVICES ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH THIRD PARTY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US. FMCSA AND OTHER REGULATIONS ARE SUBJECT TO CHANGE. IF YOU UTILIZE DATA FIELDS AVAILABLE IN OUR SERVICES TO STORE DATA NOT REQUIRED FOR THE NORMAL USE AND OPERATION OF OUR SERVICES FOR THEIR

INTENDED PURPOSE, (i) YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR COMPLIANCE WITH LAWS, RULES AND REGULATIONS SPECIFIC TO SUCH DATA (E.G., HIPAA OR PCI RULES); AND (ii) YOU ASSUME ALL RISKS ASSOCIATED WITH, AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO OR ARISING FROM, YOUR USE OF DATA FIELDS TO STORE SUCH DATA.

8.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR AND/OR OUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH WE WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, OR ANY OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

8.5 Beta Product. From time to time we may invite you to try, at no charge, products, services, or add-on modules that are not generally available to our customers (a "**Beta Product**"). You may accept or decline to trial a Beta Product in your sole discretion. Any Beta Product will be clearly designated as a beta, pilot, limited release, developer preview, non-production or by a description of similar import. Notwithstanding anything to the contrary in this Agreement, Beta Products are provided for evaluation purposes and not for production use, may not be supported, may contain bugs, errors or harmful components, may not utilize the same security safeguards as the Services, and may be subject to additional terms. For the avoidance of doubt, Beta Products are not considered "Services" hereunder and are provided without warranty of any kind, express or implied. Our indemnification obligation set forth in Section 9.1 does not apply to Beta Products. Use of a Beta Product is entirely at your own risk. We will not have any liability or responsibility for errors or omissions in, or any business decisions made by you in reliance on, Beta Product. You will hold us and our Affiliates harmless from and against, any unforeseen impacts, negative business impact, or other liability or damage resulting from the use of Beta Product by you and your Users. We may discontinue a Beta Product at any time in our sole discretion and may never make them generally available.

9. Indemnification.

9.1 By Us. We will defend you, your affiliates, and their respective officers, directors and employees against any and all claims, demands, actions, proceedings and suits of any third party alleging that your use of the Purchased Services, when used in accordance with the Agreement and applicable Documentation, infringes or misappropriates any United States patent, copyright, or other intellectual property right of a third party ("**Claims Against You**"), and, with respect to such Claims Against You, we will pay defense costs (including reasonable attorneys' fees and other litigation expenses), Kuebix-negotiated settlement amounts, and court-awarded damages. In the event that the Purchased Services are, or in our opinion are likely to be, enjoined due to the type of infringement described in this Section 9.1, we, at our

option and expense, may: (A) procure for you the right under such patent or copyright to use the Purchased Services without modification; (B) modify the Purchased Services so that they become non-infringing; or (C) if we determine that the foregoing alternatives are not reasonably available, terminate this Agreement and all Subscriptions and refund to you any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination. We will not be liable for any costs or expenses incurred by you in connection with an indemnified claim or proceeding under this Section 9.1 without our prior written authorization. Notwithstanding the foregoing, we will have no liability or indemnification obligation with respect to a Claim Against You to the extent that the alleged infringement (1) involves any patents issued by any country other than the United States, or (2) is caused by (i) any modification of the Purchased Services or results of the Purchased Services not expressly authorized by us in writing in advance, (ii) any combination of the Purchased Services with any software, code, program, data, product, device or service not provided by us or specified by us as required for use with the Purchased Services if such infringement claim would have been avoided by use of the Purchased Services alone, and/or (iii) incorporation or use of the Purchased Services with any of your own product(s) or service(s), except as expressly authorized by us in writing in advance. THE FOREGOING PROVISIONS STATE OUR ENTIRE LIABILITY AND OBLIGATIONS, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES, OR ANY PART THEREOF.

9.2 By You. You will defend us, our affiliates, and their respective officers, directors and employees against any and all claims, demands, actions, proceedings and suits of any third party (a) alleging that Your Data infringes any United States patent, copyright, or other intellectual property right of a third party, (b) arising or resulting from your use of the Services, your breach of this Agreement, or your failure to comply with laws, rules and regulations applicable to you and your business (collectively, “**Claims Against Us**”), and, with respect to such Claims Against Us, you will pay defense costs (including reasonable attorneys’ fees and other litigation expenses), Customer-negotiated settlement amounts, and court-awarded damages.

9.3 Indemnification Procedure. In the event of a Claim Against You or a Claim Against Us (a “**Claim**”), the applicable party seeking defense and payment with respect to a Claim against it (such party, the “**Defended Party**”) shall do the following: (i) provide to the other party (for the purposes of this Section 9.3, the “**Defending Party**”) written notice of any such Claim within ten (10) days after Defended Party’s receipt of notice of such Claim (provided that failure to provide such notice within the stated time frame shall not relieve the Defending Party of its obligations, except to the extent such Defending Party has been materially prejudiced by such failure); (ii) grant to the Defending Party, and the Defending Party will have, the exclusive right to defend any such Claim and make settlements thereof (except that the Defending Party will obtain the Defended Party’s express prior written approval for any settlement that requires any action or forbearance, payment, ongoing performance or any admission of liability on the part of the Defended Party); and (iii) give, at the Defending Party expense, such assistance and information as the Defending Party may reasonably require to settle or oppose such Claims. The Defended Party may, however, participate in the defense or settlement of such Claim at its own expense and with its own choice of counsel.

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, LOSS OF USE, COSTS OF COVER, DOWNTIME AND USER TIME REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.2 Limitation of Liability. REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND YOUR USE OF THE SERVICES EXCEED THE AMOUNT PAID BY YOU TO US HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

11. Term and Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Subscriptions granted by us in accordance with this Agreement and any applicable Sales Order Forms have expired or been terminated. If you elect to use the Services for a Free Trial Period and do not purchase a Subscription before the end of that Free Trial Period, this Agreement will terminate at the end of the Free Trial Period without application of Section 11.5 below.

11.2 Term of Subscriptions. Each Subscription for Kuebix Free Shipper commences on the start date specified in your Online Registration Form and continues until terminated. Each Subscription for Purchased Services commences on the billing commencement date specified in the applicable Sales Order Form, and continues for the Subscription term specified therein (the “**Initial Subscription Term**”), and will automatically renew for additional successive one (1) year periods (each, a “**Renewal Subscription Term**”) (the Initial Subscription Term and each Renewal Subscription Term are referred to individually as a “**Subscription term**”, and collectively as the “**Term**”), unless a Party gives the other Party notice of non-renewal at least thirty (30) calendar days prior to the end of the then-current Subscription term. Subscription Fees for active Subscriptions may be increased effective as of the start of a Renewal Subscription Term upon at least forty-five (45) calendar days prior notice by us. We may increase our professional services rates at any time, provided such increase will only apply to SOWs entered into following the effective date of such price change.

11.3 Termination. A Party may terminate this Agreement upon written notice to the other Party in the event the other Party materially breaches any of its representations or warranties made hereunder or materially fails to substantially perform its obligations under this Agreement, provided that written notice of such breach or failure has been provided by the non-breaching Party specifying such failures, and if such breach or failure is capable of cure,

such breach or failure to perform is not cured within thirty (30) calendar days of the breaching Party's receipt of such notice. Further, we may terminate the Agreement and all active Subscriptions then in effect immediately and without notice to or opportunity to cure by you in the event (i) you intentionally use the Services in a fraudulent manner, a manner adversely affecting the provision of our Services to others or in violation of any applicable laws, rules or regulations; (ii) if we determine that your Subscription to Kuebix Free Shipper or Kuebix Load Match is not actively used by you or Representatives for a period of ninety (90) calendar days; (iii) there is a change of law, statute, or regulation that prevents us from providing our Services to you; (iv) to the extent permitted by law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (v) you are a person or entity listed on one or more export screening lists maintained by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury, or other similar lists.

In addition to the foregoing, either Party may terminate your Subscription to Kuebix Free Shipper, trialed Services, or your use of Beta Product at any time and for any reason upon notice to the other Party.

11.4 Early Termination Charge. If you provide notice to us that you intend to cease utilizing your Subscription to Purchased Services prior to the end of the then-current Subscription term, (a) you will give us at least ten (10) business days prior written notice of the same, and (b) for each Subscription you agree to pay to us an early termination charge equal to the number of months remaining in the then-current Subscription term multiplied by the monthly fee for that Subscription. You acknowledge that our actual damages arising from such termination are impossible to ascertain and are not capable of being ascertained by any satisfactory and known rule, that the termination charges are a good faith, fair and reasonable estimate of such damages, and that such charges constitute liquidated damages and not a penalty or forfeiture, and shall not be deemed to be a penalty or forfeiture.

11.5 Refund or Payment upon Termination. Upon any termination for cause by you, we will refund you any prepaid but unaccrued fees covering the remainder of the term of all Subscriptions after the effective date of termination. Upon any termination for cause by us, you will pay to us an amount equal to the early termination charge set forth in Section 11.4 above as well as any other unpaid non-Subscription fees then due or becoming due during the remainder of the Term. In no event will any termination relieve you of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

11.6 Return of Your Data. Upon your written request made within 30 calendar days after the effective date of termination of a Subscription to Purchased Services, we will make available to you for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such period, subject to our rights in Section 6.2 we will have no obligation to maintain or provide any of Your Data and may delete Your Data, unless legally prohibited. For Kuebix Free Shipper, Kuebix Load Match, trialed Services, and Beta Product, subject to our rights in Section 6.2 we will have no obligation to maintain or provide any of Your Data following the date you cease using Kuebix Free Shipper, Kuebix Load Match, your trialed Services, or Beta Product.

11.7 Survival. Sections 5 through 12, and any term or provision that applies to events occurring following termination or expiration, will survive any termination or expiration of this Agreement.

12. General Provisions.

12.1 Publicity. You agree that we may identify you (including through use of your name and logo) as our customer, including on our website, and may include you in our customer list and marketing materials.

12.2 Export Control. You acknowledge that our products, services, proprietary information, and derivatives thereof may be subject to United States and international export control, embargo, and sanctions laws, regulations, and licensing requirements, including those administered by the U.S. Department of Treasury, U.S. Department of State, and others (“collectively, **“Export Control Laws”**”). You will strictly comply with such laws, and will not export, re-export, transfer, divert, or disclose any of our products, services, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of any U.S. and international Export Control Laws.

12.3 Anti-Corruption Compliance. You, and any third party acting on your behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, **“Anti-Corruption Laws”**). You, and any third party acting on your behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or us. You, and any third party acting on your behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any of your acts, our acts, any the acts of any third party acting on your behalf.

12.4 Disputes. If any dispute arises between the Parties relating to, arising out of or in any way connected with this Agreement or any term or condition of it, or the performance by either Party of its obligations under or related to this Agreement, the Party raising such dispute will provide written notice of the dispute to the other Party and the Parties’ primary points of contact for the Agreement will work diligently and in good faith to resolve such dispute. If such dispute is not resolved after thirty (30) days following the date of the written notice of such dispute, each Party will promptly appoint a representative holding the title Division Vice President or higher and having the decision-making authority to resolve the dispute on behalf of such Party. Such representatives will promptly meet and will work diligently and in good faith to resolve such dispute. In the event such dispute is not resolved by the appointed representatives described above within another fifteen (15) days thereafter, then each Party will be free to pursue any and all remedies available to such Party, at law or in equity. No Party may bring an action or claim against the other at law or in equity in any forum without first completing the dispute process set out in this Section, except a Party may file such an action or claim at any time if (a) the Party is legally required to file the action or claim at that time so as not to lose a legal right (including the ability to file the claim); (b) the action or claim is one to enforce confidentiality obligations or Intellectual Property Rights, or to recover unpaid

fees; or (c) the action or claim is an equitable action to prevent imminent and irreparable harm with no adequate remedy at law.

12.5 Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the Commonwealth of Massachusetts, United States of America without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to this Agreement will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Massachusetts or any state court sitting in Middlesex County, Massachusetts, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of the United States District Court for the District of Massachusetts or any state court sitting in Middlesex County, Massachusetts and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.6 Notices. Any notice to us will be in writing, will reference this Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to us at Kuebix, LLC, ATTN: Legal, 5 Mill & Main Place, Maynard, MA 01754. Notice will be deemed effective upon delivery. We may send you notices electronically via the Services, or electronically or physically using the contact information provided by you in your account.

12.7 Force Majeure. Except for payment obligations, neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control, which include without limitation (i) disruptions in a wireless provider's network or infrastructure; (ii) system capacity limitations, equipment repairs and similar activities not within our control; (iii) failures of, changes, modifications, or alterations to your network facilities, equipment or software; or (iv) acts of God, earthquakes, fires, floods, wars or civil or military disturbances, acts of terrorism, sabotage, strikes, epidemics or pandemics, riots, or power failures. Delays or failures that are excused as provided in this paragraph will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure. No such excused delay or failure will constitute a default, or, except to the extent a related performance obligations is incomplete or unperformed, be a basis for disputing or withholding amounts payable hereunder, provided that the Party whose performance is delayed or suspended will use commercially reasonable efforts to resume performance of its obligations hereunder as soon as feasible.

12.8 No Assignment. Neither Party may assign or transfer this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of the other Party provided that either Party may, without consent, assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or business to which this Agreement relates, provided that you do not assign this Agreement to a competitor of ours. Any attempt to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.

12.9 Entire Agreement. This Agreement, together with all Online Registration Forms, Trial Terms & Conditions, Sales Order Forms, SOWs, and other written or electronic agreements related thereto constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, invoices, sales acknowledgments or quotations. In the event of a conflict between corresponding clauses the following order of precedence will apply from highest to lowest: this Agreement, Trial Terms & Conditions, a Sales Order Form, a SOW, and an Online Registration Form. No provisions of your purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement, and any such provisions will be of no force or effect.

12.10 Modification. Kuebix reserves the right to amend or modify this Agreement in whole or in part from time to time by posting a new version of this Agreement on its website (an “**Updated Agreement**”) and providing notice to you of such Updated Agreement.

If you use Kuebix Free Shipper or Kuebix Load Match, the Updated Agreement shall become effective, and will supersede this agreement, ten (10) days from your receipt of notice of the Updated Agreement, and your continued use of Kuebix Free Shipper or Kuebix Load Match constitutes your acceptance of the Updated Agreement. If you are a user of Kuebix Free Shipper or Kuebix Load Match and do not agree to an Updated Agreement, you must terminate your Kuebix Free Shipper subscription or your Kuebix Load Match agreement, as applicable.

If you have purchased one or more Subscriptions to a Purchased Services, the Updated Agreement will become effective, and will supersede this Agreement, upon the commencement of the next Renewal Subscription Term for any of your Subscriptions. You agree that our election to allow your Subscription to automatically renew is good and valuable consideration for your acceptance of the Updated Agreement, and your election to allow your Subscription to automatically renew constitutes your acceptance of the Updated Agreement.

12.11 Miscellaneous. There are no third party beneficiaries under this Agreement. We may utilize subcontractors in the performance of our obligations, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of this Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which Party may have drafted this Agreement, no rule of strict construction will be applied against either Party. In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement. The Parties have specifically requested that this agreement be drafted in English. *Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais.* If there is a conflict between versions of this Agreement in any other language, the English language version controls. Each Party is an independent contractor of, and is not an employee, agent, fiduciary or authorized representative of, the other Party.

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