

project44 A/S, a wholly-owned subsidiary of project44, Inc.

SERVICES AGREEMENT FOR PROVISION OF DATA

This Services Agreement shall apply to Data delivered to project44 by Carriers

The overall scope of these provisions may be outlined as follows with respect to the rights of Carrier:

- project44 will not share Carrier’s Data provided to project44 with a Customer rejected by Carrier.
- project44 will only forward specific Shipment Data and/or Operational Status to a Customer and all other data received by project44 from Carrier will thus be discarded.
- Carrier owns Data in the state provided.
- Carrier may at any time recall its approval with respect to a specific Customer without terminating the Agreement and in such event project44 will stop processing new Data with respect to that specific Customer.
- Carrier may at any time terminate the Agreement and in such event project44 will stop processing new Data with respect to all Customers.

The above outline must be read and understood in conjunction with the specific provisions set out below.

1. SCOPE

1.1. project44 provides project44 Services to project44’s Customers either directly or through project44’s Service Providers. Such project44 Services are based on and include Data provided by Carriers.

1.2. This services agreement (“Services Agreement”) shall apply to any provision of Data by Carriers to project44.

1.3. Whenever this Services Agreement use the term “in writing”, this shall mean by means of a document signed by the parties, or by letter, fax or electronic mail and/or the Carrier’s acceptance or notification via the project44 Portal.

2. DEFINITIONS

2.1. “Agreement” means the agreement entered into between project44 and Carrier including this Services Agreement and any appendices referenced which constitutes an integrated part of any such agreement subject to which Carrier will procure that Data are delivered to project44 by Carrier and/or Telematics Providers which agreement may be entered into either in writing or electronically via project44’s Portal. Any reference to “Agreement” shall thus include this Services Agreement.

2.2. “Carrier” means any legal or natural person including such legal or natural person’s subcontractors engaged by Carrier that handles transport for Customers and provides Data concerning such transports to project44 pursuant to the Agreement.

2.3. “Customer” means any customers being natural or legal persons to which project44 either directly or indirectly (through project44’s Services Providers) delivers any current or future project44 Services, including such customer’s Tier End Customers.

2.4. “Data” means any data that may be obtained and collected by means of use of devices controlled by Carrier and/or Carrier’s Telematics Provider(s) which data will be provided to project44 pursuant to the Agreement, including Shipment Data and/or Operational Status concerning transports handled by Carrier for project44’s Customers, excluding De-identified Data.

2.5. “De-identified Data” means any Data, which has adequately and sufficiently anonymized to make identification of the Carrier and its employees un-identifiable for third parties through aggregation, generalization and/or randomization.

2.6. “Direct Integration” means any integration between project44’s solution(s) and one or more service provider(s) which provides e.g. ERP (Enterprise Resource Planning), TMS (Transport Management System), FMS (Fleet Management System) systems and services or any other systems and services to the Carrier, which enables project44 to access Data from such systems through the integration.

2.7. “project44” means project44 A/S, CVR-no. DK37439541, Stroemmen 6, 9400 Noerresundby, Denmark, and any legal entity directly or indirectly controlling or controlled by project44 A/S.

2.8. “project44 Service(s)” means any current and/or future products and services including without limitation any project44 software, statistics, databases, data outputs and other services and work products that project44 in its sole discretion decides to develop, market and make available to its Customers or Carriers based on the Shipment Data and/or Operational Status specific to a given Customer.

2.9. “Operational Status” means a determination of the availability of a given tracked asset.

2.10. “Service Provider” means any service provider which provides e.g. ERP (Enterprise Resource Planning), TMS (Transport Management System), FMS (Fleet Management System) systems and services or any other systems and services to Customers and/or Tier End Customers and which project44 retains in its sole discretion to provide project44 Services and/or Service Provider services to Customers and/or Tier End Customers.

2.11. “Shipment Data” means any and all portions of Data related directly or indirectly to a specific transport, shipment or asset handled by Carrier for or on behalf of project44’ Customers as specified in the Carrier’s settings in the

project44 Service(s). The Shipment Data may be provided to Customer either directly by project44 or through a Service Provider in connection with such Service Provider’s delivery of project44 Services and/or provision of Service Provider services.

2.12. “Telematics Provider” means any telematics provider or other supplier of GPS tracking devices or any other devices and services that are or may be used by Carrier to obtain any information related to transportation services including e.g. any location-, vehicle- and sensor information registered concerning goods during Carrier’s transportation hereof.

2.13. “Tier End Customer” means any legal or natural person which is a customer of the Customer or an intermediary between the Customer and the Customer’s customer.

3. PROJECT44’S USE OF DATA

3.1. project44 is entitled to copy, make available or otherwise use and dispose of Shipment Data and/or Operational Status in connection with development, distribution, marketing and sale of project44 Services throughout the world to project44’s Customers and/or Customer’s Tier End Customer either directly or indirectly (through project44’s Service Providers), it being explicitly understood that Shipment Data may be provided only to the Customer and such Customer’s Tier End Customer to which such Shipment Data relates, whether provided directly by project44 or indirectly through project44’s Service Providers.

3.2. Any Data other than Shipment Data and Operational Status will although made available by Carrier to project44 not be made available to Customers by project44.

3.3. Notwithstanding the foregoing, project44 may process Data for the purpose of anonymization, after which such De-identified Data may be used for the purpose of providing and improving project44 Services and for developing and delivering project44 Services to Customers in general.

3.4. Following termination of the Agreement or Carrier’s withdrawal of an approval of a specific Customer, project44 shall forthwith be entitled to process Shipment Data and/or Operational Status already made available to Customers prior to termination or withdrawal provided that project44 is obliged hereto pursuant to an agreement between project44 and its Customers, including any Shipment Data related to any transport(s) for which approval was in place at the time of creation of the transport.

3.5. Carrier understands and acknowledges that project44 is neither in control, nor responsible for Customer’s or Service Provider’s utilization of project44 Services and the Shipment Data.

3.6. This clause 3 shall survive termination of the Agreement and irrespective of the basis of such termination.

4. CARRIER’S COMMITMENT

4.1. As of the date of execution of the Agreement, Carrier shall electronically via project44’s Portal accept that project44 is authorised by Carrier to receive, access and use Data from Carrier’s Telematics Providers and/or any Direct Integration and that Carrier will be a part of the Data

exchange between project44, Carrier, Customer and Tier End Customer respectively, in order to facilitate that project44 may deliver project44 Services to Customer and that such Data exchange will be facilitated by project44 using the project44 Services.

4.2. As of the date of execution of the Agreement, Carrier will ensure that project44 receives and has access to Data directly from Carrier’s Telematics Provider(s) and/or any Direct Integration in accordance with the Agreement.

4.3. Carrier will ensure that project44 has access to any documentation, technical interfaces etc. deemed necessary by project44 in its sole discretion in order to ensure that project44 can receive, access and use Data as contemplated in the Agreement.

4.4. Carrier is solely responsible for the lawfulness of instructions and the provision of Data by Carrier, Carrier’s subcontractors or any other third party on behalf of Carrier to project44 or the portal including without limitation pursuant to applicable data protection legislation.

4.5. project44 is not a party to the agreements between Carrier and Customer regarding Carrier’s handling of transports for Customer, nor has project44 any knowledge about the terms and conditions (e.g. related to the agreed deadlines, delays, damages, applied means of communication, handling of complaints, use of subcontractors etc.) agreed between Carrier and Customer, and/or any other decisions made by the Carrier and/or Customer regarding Carrier’s handling of transports for Customer, including which subcontractors and other third parties Carrier and/or Carrier’s subcontractors may engage in connection with handling transports for Customer. Carrier, Carrier’s subcontractors, Customer and/or other third parties shall remain solely responsible for any performance of their respective obligations pursuant to the agreement entered into directly between Carrier and Customer. project44 depends on and adheres to the settings in the portal as Carrier’s instructions, and Carrier acknowledge that project44 is neither able to, nor responsible for validating the settings in the portal in relation to the above.

4.6. Carrier shall adhere to the Terms of Use governing the Portal in force at any given time.

5. OWNERSHIP OF DATA AND SERVICES

5.1. Carrier and/or Telematics Providers (as the case may be) shall retain ownership of Data in the state as such Data is provided to project44.

5.2. project44 is granted a non-exclusive, worldwide, royalty-free, paid-up, transferable right and license to use and incorporate Data in project44 Services, as contemplated in this Agreement. Any project44 Services prepared by project44 based in whole or in part on Data provided pursuant to the Agreement shall be owned by project44.

5.3. This clause 5 shall survive any termination of the Agreement and irrespective of the basis of such termination.

6. NO CHARGES

6.1. Carrier acknowledges and agrees that Carrier is not entitled to request payment of any charges in connection

with Carrier’s performance of the Agreement including that Data will be provided to project44 free-of-charge and that project44 may use the Data in accordance with the Agreement without payment of any fees, reimbursement of costs and/or payment of any other remuneration to Carrier and/or any third party.

7. REPRESENTATIONS AND WARRANTIES

7.1. Carrier represents and warrants that Carrier has obtained all necessary consents and permissions (if any) and undertaken any notification obligations necessary to authorise that project44 receives, has access to and uses Data as contemplated in the Agreement including eventual consents, permissions and notification from/to Carrier’s employees, Telematics Providers and any other third party whether based on regulatory or contractual requirement, and that project44’s reception, access and use of the Data as contemplated in the Agreement will not constitute a violation of any state, local or foreign data protection or privacy laws.

7.2. Carrier represents and warrants, that Carrier is not subject to, and does not have affiliations with any third party, which is subject to trade sanctions.

7.3. Notwithstanding anything to the contrary set out in the Agreement and thus disregarding clause 8, Carrier shall indemnify and hold harmless project44 against any and all claims made by Carrier’s employees, Customers, Telematic Providers, Service Providers and/or any other third party related to any breach of the representations and warranties set out in this clause 7.

8. LIABILITY

8.1. The parties shall be liable towards each other in accordance with the ordinary rules of Danish law subject to the limitations and exclusions set out in this clause 8.

8.2. Neither party shall be liable for indirect damages including any loss of profit, loss of earnings or loss of business opportunities.

8.3. Save as otherwise explicitly set out in the Agreement, the total aggregate liability of either party shall be subject to a monetary cap of EUR 10.000 per calendar year comprising all claims resulting from acts and/or omissions in such calendar year.

8.4. In addition to and without limiting the generality of any other provisions of the Agreement, project44 disclaims any and all liability related to any claim made by any third party based on any failure by Carrier, Telematic Providers, Customers, Service Providers or any other third party to comply with any applicable data protection legislation.

8.5. project44 disclaims liability in relation to any and all use and application of the project44 Services and Shipment Data undertaken by Carrier, Customer and/or Service Provider.

8.6. The limitations and exclusions set out in this clause 8 shall not apply to eventual claims based on infringement of intellectual property rights, confidentiality obligations and/or any breach of representations and warranties.

9. TERM AND TERMINATION

9.1. Term

9.1.1. Save as otherwise explicitly set out in the Agreement, the Agreement may be terminated in accordance with the provisions of this clause 9.

9.2. Termination for convenience

9.2.1. The Agreement may be terminated for convenience at any time by either party with immediate effect by serving written notice to the other party in this respect.

9.3. Termination for breach

9.3.1. Either party may terminate this Agreement if the other party is in material breach of any material obligation provided that such material breach is not cured within thirty (30) days following notice in writing of such breach has been provided by the non-breaching party requesting that the material breach be remedied within said period by the party in material breach.

9.4. Use of Data

9.4.1. Upon termination of the Agreement whether for convenience or material breach project44 will as soon as possible and in no event later than thirty (30) days following expiration of the Agreement discontinue processing of Data. Notwithstanding the aforesaid, project44 shall forthwith be entitled to process Shipment Data and/or Operational Status already made available to Customers prior to termination, including any Shipment Data related to any transport(s) for which approval was in place at the time of creation of the transport, provided that project44 is obliged hereto pursuant to an agreement between project44 and its Customers and De-identified Data based on Data received prior to termination.

10. GENERAL TERMS

10.1. Non-disclosure

10.1.1. By virtue of the Agreement, either party may gain access to information which is confidential to the other party (hereinafter referred to as “Confidential Information”). Confidential Information is limited to information clearly identified as confidential by a party, whether orally or in writing.

10.1.2. Either party’s Confidential Information will not include any information, which (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party, either directly or indirectly, from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is proved to be independently developed by the other party; or (e) is disclosed to comply with the requirements of a governmental agency or operation of law; however, if disclosure is required by law, each party shall, to the extent permitted by law, delay any such disclosure sufficiently to permit the other party to consider the merits of the legal requirement of disclosure, and to give the other party an opportunity, if it so elects, to oppose disclosure.

10.1.3. The parties agree to observe confidentiality with respect to each other’s Confidential Information during the term of the Agreement. Following termination of the Agreement and irrespective of the basis for such termination, the parties’ obligations will survive and continue in respect of any Confidential Information that is a trade secret under applicable law. Unless, if required by law, the parties agree not to make each other’s Confidential Information available in any form to any third party or to use each other’s Confidential Information for any other purpose

than for the performance of the Agreement. Either party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of the Agreement.

10.1.4. Notwithstanding anything to the contrary set out in this clause 10.1, it is explicitly understood that project44 may process and use Data, including Shipment Data, Operational Status and De-identified Data, use Service Providers as contemplated in the Agreement and indicate the Carrier’s use of the project44 Service to Customers, prospective Customers and Service Providers.

10.2. Transfer and Assignment

10.2.1. The Carrier may not assign or transfer the Agreement in whole or in part to any third party without project44’s prior written consent, and any attempt at such assignment or transfer will be void.

10.2.2. project44 may not assign or transfer the Agreement in whole or in part to any third party without Carrier’s prior written consent, except to a successor pursuant to a merger or the sale of all or substantially all of the stock or assets and any attempt at such assignment or transfer will be void.

10.2.3. The provisions of the Agreement are binding upon and inure to the benefit of the parties, their successors, and lawful assignees.

10.3. Governing Law

10.3.1. Any and all disputes arising out of or in connection with the Agreement are governed by the laws of Denmark, without regard to any principles of private international law specifying any other choice of law or the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transaction Act or any state-modified adoption thereof.

10.4. Jurisdiction

10.4.1. Any legal action or proceedings relating to the Agreement must to be brought before any court in Denmark, or alternatively before the Danish Institute of Arbitration in Copenhagen, Denmark, to be decided by project44 in its sole discretion.

10.4.2. project44 and Carrier agree to submit to the exclusive jurisdiction of and agree that any of the aforesaid courts will be deemed to be the appropriate venue in any such legal action or proceedings.

10.4.3. For the sake of convenience only, the Agreement may be translated into other languages than English. In the event of any conflict arising out of the interpretation and/or performance of the Agreement, the version in the English language takes precedence and prevails over any other version in any other language.

10.4.4. Carrier expressly acknowledges that the language of any dispute resolution proceedings, of any kind, arising out of or in connection with the Agreement will be English, to the exclusion of any other language(s).

10.5. Severability

10.5.1. In the event of any provision of the Agreement being deemed invalid or unenforceable, the remaining provisions of the Agreement will remain in full force.

10.6. Waiver

10.6.1. Any waiver by either party of any default or breach of this Services Agreement will not constitute a waiver of any other or subsequent default or breach.

10.7. Amendment

10.7.1. project44 reserves the right to amend this Services Agreement by notifying Carrier through electronic communication or through the portal.

10.8. Data Protection

10.8.1. All capitalized terms in this section 10.8, which is not otherwise defined in the Agreement, shall be construed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

10.8.2. To the extent project44 processes Personal Identifiable Information, which falls under the jurisdiction of the GDPR, in the capacity of Data Processor on behalf of the Carrier acting as Data Controller, such processing is governed by project44’s standard Data Processing Addendum, which amongst other includes the instructions from Carrier in relation to project44’s processing activities under this section 10.8, which shall be deemed an accepted and integrated part of this Agreement, to the extent this section 10.8 applies.

10.8.3. It is explicitly understood, that the Carrier is ultimately responsible for the lawfulness of any instructed Processing of Personal Identifiable Information under section 10.8.2, including but not limited to obtaining adequate legal grounds for Transfers to Third Countries, to the greatest extent provided by the GDPR. To the extent project44 provides assistance in relation to Customer’s compliance efforts, this does not transfer any such responsibility to project44.

10.8.4. Notwithstanding anything to the contrary set out in the Agreement including this clause 10.8, Carrier confirms that project44 is entitled to process Data, including Personal Identifiable Information, received, for the purpose of anonymisation of such Data and to use such De-identified Data as contemplated in the Agreement without any other restrictions.