TERMS OF USE

Last updated: June 9, 2022

Thank you for your interest in Delivery Dynamics. These TERMS OF USE (also referred to as the "**Agreement**") are a legally binding contract between you and Delivery Dynamics, Inc. or one of its Affiliates (such as "Scientific Logistics, Inc."), (collectively, "**Delivery Dynamics**" or "**DD**") governing any Service provided by DD, including any Services provided by DD under an Order including additional terms. By entering, connecting to, accessing, downloading, or using DD's Services, you agree to be bound by this Agreement.

1. **Background**. DD offers a suite of cloud-based, software-as-a-service applications and a set of value-added professional services based on these applications, to support management of a Client's delivery system. This combination of applications and professional services will be referred to as "**Services**."

2. **Definitions**.

    "**API**" means application programming interface.

    "**Client**" is a person or organization using the services of Delivery Dynamics.

    "**Delivery**" is a single planned visit by a vehicle for the purpose of a delivery or a pickup. For billing purposes, a delivery will be counted when the data regarding the delivery is transferred to DD for processing.

    "**Documentation**" means any technical guides or user manuals provided by DD.

    "**Order**" means any written order (either in electronic or paper form) provided to you by DD for signature that describes the type or types of Services you are purchasing, and that is signed by you, either manually or electronically.

    "**Route**" is a group of planned visits by a vehicle for the purpose of a delivery or a pickup. For billing purposes, a route will be counted when the data regarding the route is transferred to DD for processing.

    "**Service**" or "**Services**" means any service provided by DD, including subscription services, professional services, and/or other services.

    "**System**" means the collection of software applications and data provided by DD.

    "**Truck**" is a single vehicle that is planned to conduct a delivery or a pickup within a route. For billing purposes, a truck will be counted when the data regarding the truck is transferred to DD for processing.

3. **Delivery Dynamics' Obligations**. DD's obligations to begin providing to you the Services described in your Order is contingent on your satisfaction of DD's approval criteria and subject to these Terms of Use. DD will maintain security practices that are at least as stringent, in DD's reasonable judgment, as those described in our Privacy Policies.

4. **Your Obligations**. You agree to do each of the following: (i) comply with applicable laws, (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in connection with your use of the Services, including encrypting any Personally Identifiable or sensitive information that may be transmitted to and from, and/or while stored on the Services (including underlying servers and devices), (iv) cooperate with DD's reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date through your DD point of contact or DD reseller contact, and (vi) immediately notify DD of any unauthorized use of your account or any other breach of security.

5. **Services**.

    5.1. Access to the System. Client may access the DD System via the online web applications, the Mobile Application, the Desktop Application, or via a provided API. DD may modify its applications, site, or API at any time, or may transition to a new API.

5.2. <u>Right to Use the System</u>. During the term of Services, DD grants Client a limited, nontransferable, nonexclusive right to remotely access and use the applications described in your Order. Client may only use the applications for its own business use (which does not include use as an application service provider or any other renting, leasing, or sublicensing use). Client is responsible for the acts and omissions of its users, employees, and agents. Client will immediately notify DD if Client becomes aware of any violation of the terms of this Agreement.

5.3. <u>Role-Based Access Control</u>. Client's designated account administrator is responsible for role administration. Client may self-manage role administration via the DD web applications.

5.4. <u>Client's Equipment.</u> Client is solely responsible to obtain and maintain its own hardware, software, and telecommunications connections required to access and interface with the System.

5.5. <u>Service Level Agreements.</u> The Service Level Agreement(s) listed in the Service Level Agreement [www.deliverydynamics.com/service-level-agreement] are part of this Agreement for the Services purchased in your Order. DD will provide support to purchased services until we give you notice that it is end of life. Additional Support fees may apply. DD will have administrator access to your Services in order to provide Service Level Support.

6. **Use Restrictions.** Unless otherwise explicitly permitted under these Terms or in writing by DD, Client will not (and will not allow any end user or third party to): (a) use the Services for any illegal, immoral, unlawful, and/or unauthorized purposes; (b) remove notices of DD or its partners; (c) interfere with or disrupt the DD's site providing the Services or the servers or networks that host the Services, or disobey any laws, regulations, requirements, procedures, or policies relating to such servers or networks; (d) take any action that imposes, or may impose, an unreasonable or disproportionately large load on DD's platform infrastructure, as determined by DD; (e) bypass any measures DD may use to prevent or restrict access to the Services; (f) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Services, or publicly display, reproduce, or create derivative works from the Services; or (g) use the Services for any purpose for which the Services are not intended.

7. **Warranties.**

    7.1. <u>Service Warranties</u>. DD warrants that all Services will be performed in a workmanlike manner and that the System will perform in substantial conformance with the Documentation. Client agrees to notify DD in writing of any failure of the System to perform in accordance with its Documentation, and Client will assist DD in identifying and reproducing such nonconformance. Client's exclusive remedy for breach of this warranty will be correction or replacement of the affected Services or, if DD is unable to do so, then to cancel the right to use the affected Services and receive a refund of the fees paid for the defective Services paid in the then-current monthly term of the Order.

    7.2. <u>No Other Warranties</u>. Except as expressly provided in this Agreement, DD disclaims all other warranties or representations, express or implied, warranties of merchantability, fitness for a particular purpose, title, non-infringement, course of dealing, usage, or trade, correctness or reliability of data or delivery information, uninterrupted or error-free use, and liability attributable to or related to any use, nonuse or interpretation of data. DD cannot and does not guarantee any specific cost savings based on Client's use of the Services. Client acknowledges that all outputs from the Services may require interpretation and/or modification to meet Client's specific business requirements. Client remains solely responsible for the acts and omissions of Client's personnel, including Client's drivers and salespeople.

8. **Payment**.

    8.1. <u>Payment Terms</u>. Client agrees to pay all fees described in the Order within 30 days of the invoice date. All amounts are payable in US Dollars. Unless otherwise agreed in the Order, your billing cycle will be monthly, beginning on the date specified in the Order. Any undisputed amounts not received when due are subject to a service charge of up to 1.5% interest per month (or the maximum legal rate if it is less than 1.5%). If any amount is overdue by more than thirty (30) days, and DD brings a legal action to collect, or engages a collection agency, Client must also pay DD's reasonable costs of collection, including legal fees and court costs. Any "credit" that we may owe you, such as credit for failure to meet a Service Level Agreement, will be applied to fees due from you for Services, and will not be paid to you as a refund. Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed accurate. You authorize DD to obtain a credit report at any time during the term of the Agreement. Except as expressly provided in this

Agreement all payments are non-cancelable. DD may suspend its performance until all amounts are paid, including applicable interest.

8.2. Subscription Fees. The amount of the fees will depend on the number of planned routes for the month. Unless otherwise agreed in the Order.

8.3. Taxes. All fees are net to DD, and Client will pay all taxes, duties or charges of any kind imposed on the Services, this Agreement, and the Order, including VAT, GST, and sales tax but excluding taxes based solely on DD's income. If DD is required by law to collect taxes on the provision of the Services, Client must pay DD the amount of the tax that is due or provide DD with satisfactory evidence of your exemption from the tax. Client must provide DD with accurate factual information to help DD determine if any tax is due with respect to the provision of the Services.

8.4. Fee Increases. DD may increase fees at any time to be effective as of the first day of the renewal term. DD will give Client at least thirty (30) days' advance written notice of the increase.

9. **Term**.

   9.1. Term. This Agreement will commence on the Effective Date as specified in the Order, the same date DD makes the Services available for Client's use, and unless specified differently in the Order or Client terminates the agreement it will continue in full force and effect for an Initial Term of one month. Upon expiration of the Initial Term, the Order will automatically renew for successive Renewal Terms of one month each, unless and until DD or Client provides written notice of non-renewal prior to the expiration of the then-current term.

   9.2. Non-renewal Process. Client will follow DD's non-renewal process as follows. All notices of non-renewal may be received by telephone, email, or instant messaging to your point of contact as it appears in the Order and must be sent prior to the end of the then-current monthly term.

   9.3. Survival. Sections 8, 9, 10, 11, 12, 13, 14, 15, and 16 will survive any termination of this Agreement.

10. **Export Matters**. You represent and warrant that you are not located in or a national of any country that is embargoed or highly restricted under export regulations or are otherwise a person to whom DD is legally prohibited to provide the Services jurisdiction (including those under UK and US law). You represent and warrant and undertake that you will not possess, use, import, export or resell (and will not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by DD to you under this Agreement in any manner which would cause DD to breach any applicable export control laws, rules, or regulations of any jurisdiction (including those under UK and US law). Without limitation, you represent and warrant and undertake that you will not provide or facilitate administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under applicable export laws, rules or regulations jurisdiction (including those under UK and US law).

11. **Your Account**. You are solely responsible for maintaining the confidentiality of any account, username, or password information and for restricting access to your computer and account, and you agree to accept responsibility for all activities that occur under your account or password. You are solely responsible for managing your employees' access to any authenticated portions of the Services to which you may have access and designating rights and access to individual company users, including the right to conduct a transaction on behalf of your company. DD reserves the right to refuse service, terminate accounts, remove or edit content, or cancel transactions in its sole discretion.

12. **Confidentiality**.

    12.1. "**Confidential Information**" means any technical data, pricing, know-how, or business information specific to Client or DD which is either marked as confidential or from the relevant circumstances should reasonably be assumed by the receiving party to be confidential and proprietary to the disclosing party. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; (d) becomes known to the receiver, without restriction, from a source other than the discloser

without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights, or (e) is aggregate or statistical data that does not contain any personally identifiable or Client-specific information that is collected in connection with Client's use of the System. Notwithstanding anything to the contrary herein, the System will not be deemed to have been placed in the public domain by DD for purposes of this Section. The parties agree that the pricing terms of any Order are Confidential Information of DD.

12.2. Nondisclosure of Confidential Information. Each party will treat the Confidential Information of the other party in a confidential manner with the same degree of care as such party treats its own proprietary information of like importance, which will be no less than a reasonable degree of care. This Section will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure. The obligations of this Section will survive termination for any reason for a period of three years.

12.3. Remedies. The parties agree that each party will be entitled to seek equitable relief to protect its interests under this Section, including preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein will be construed to limit any other remedies available to the parties for breach of this Section.

13. Limitations of Liability.

13.1. Limit on Certain Damages. In no event will either party have liability for any special, indirect, incidental, punitive, speculative, expectation, or consequential damages, including damages for lost profits or savings, relating to the Services, System, this Agreement, or any Order, regardless of the form of action, whether or not the parties have been advised of the possibility of such damages. This limitation will apply notwithstanding the failure of essential purpose of any limited remedy.

13.2. Limit on Total Liability. In no event will the maximum cumulative liability of either party, in connection with the Services, System, this Agreement, or any Order, regardless of the form of action, exceed the fees paid by Client to DD under the applicable Order giving rise to the claim in the six months immediately preceding the filing of the claim.

13.3. Limit on Actions; Fees Payable. No action, regardless of form, arising from or pertaining to the Services may be brought more than 12 months after such action has accrued. Nothing in this Section will limit Client's obligation to pay amounts properly due and payable under this Agreement.

14. Indemnification.

14.1. Intellectual Property Indemnity.

(a) Indemnity. DD agrees to defend or, at its option, to settle, any third-party claim (a "Claim") brought against Client relating to any infringement of a registered patent, copyright, or trade secret enforceable in the United States by the Services as used within the scope of this Agreement. Client agrees that the foregoing indemnity is subject to Client taking all reasonable steps to mitigate any potential expenses and providing DD with (i) prompt written notice of any such Claim or possibility thereof; (ii) sole control and authority over the defense or settlement of such Claim; and (iii) all necessary and full information and assistance to settle or defend any such Claim. The failure of Client to comply with the foregoing requirements will not relieve DD of any obligations under this Section except to the extent DD is prejudiced by such failure. If the Services are, or in DD's opinion might be, held to infringe as set forth above, DD may, at its sole option and expense, procure Client the right to use the Services or replace or modify the Services so as to avoid infringement. If neither of such alternatives is, in DD's opinion, commercially reasonable, DD's sole liability, in addition to its obligation to reimburse awarded damages and costs as set forth above, will be to refund to Client any prepaid amounts for such Services, in which event this Agreement will terminate immediately.

(b) Exceptions. Notwithstanding the provisions of Section 14.1(a), DD assumes no liability for any claim or allegation arising from (i) products, services, or systems not provided by DD; or (ii) use of the Services other than in accordance with the related Documentation.

(c)   Exclusive Remedy. DD provides no intellectual property indemnity regarding third party software or hardware. This Section states the entire liability and obligations of DD, and the exclusive remedy of Client, with respect to any actual or alleged infringement of any intellectual property right by the System or any Services provided hereunder.

14.2.   Additional DD Indemnity. DD will defend, indemnify and hold Client harmless from any loss or claim relating to personal injury (including death) or damage to tangible property directly resulting from the acts of DD's personnel and contractors.

14.3.   Client Indemnity. Client will defend, indemnify and hold DD, its affiliates, third-party licensors, and any other party involved in the delivery of the Services harmless from any loss or claim resulting from Client's misuse of the Services, but excluding any actions for which DD is obligated to indemnify Client.

15.   **Proprietary Rights**. Client will retain all rights, title and interest in and to Client's Confidential Information and technology. DD retains all right, title and interest in and to the Applications, together with all patents, copyrights, trademarks, trade names, trade secrets, technology, ideas, know-how, and other intellectual property and proprietary rights pertaining thereto and all derivatives works and improvements to the same. Client will not (and will not allow any end user or third party to) (i) decompile, disassemble, or reverse engineer the Applications, or (ii) relicense or use the Applications for service bureau purposes.

16.   **Miscellaneous**.

16.1.   Notices. All notices under this Agreement will be in writing, telecopied, mailed, or delivered (including by email) to your point of contact as it appears in the Order. All such notices will be effective upon delivery, but when telecopied or emailed, such notices will be effective only upon confirmation of receipt. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail to your point of contact as it appears in the Order.

16.2.   Assignment. This Agreement, including any Order will not be assigned or transferred by either party, without the prior written consent of the other party (which will not be unreasonably withheld) and any attempt to so assign or transfer this Agreement without such consent will be null and void. Notwithstanding the foregoing, either party may assign this Agreement without consent upon the sale of all or substantially all its assets, merger, or reorganization. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party's respective successors and permitted assigns.

16.3.   Governing Law; Construction; Attorneys' Fees. This Agreement will be governed, construed, and enforced in accordance with the laws of the country of the United States, without reference to conflict of laws principles. Any dispute arising out of or relating to this Agreement will be exclusively adjudicated in a court of competent jurisdiction located in Atlanta, Georgia USA. Each party agrees and submits to the personal jurisdiction and venue thereof. The invalidity of any term of this Agreement will not affect the validity of the remaining terms. The word "including" means "including but not limited to," and the word "will" means "will." Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and this Agreement will be construed without regard to the identity of the drafting party. If there is any conflict between this Agreement and an Order, the terms of the Order will control. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party. Each party hereby waives any right to trial by jury.

16.4.   Independent Contractors. The relationship of DD and Client established by this Agreement is that of independent contractors.

16.5.   Force Majeure. Except for the obligation to make payments, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control.

16.6.   Listing. Client authorizes DD to list Client's name and logo into a list of DD clients. DD will comply with all Client logo usage policies in effect from time to time. DD may use Client's name in a press release announcing that Client has become a client of DD.

16.7. <u>Non-Solicitation</u>. DD and Client agree that during the term of this Agreement and for one year thereafter, that each will not directly or indirectly solicit for employment, hire, or contract with, the other's employees who have contact with the other party under this Agreement, including any such employee who was an employee of the other within the then immediately preceding twelve months.

16.8. <u>Changes to the Terms on Website</u>. These Terms of Use may have been incorporated in your Order by reference to a page on the DD website. Although we may from time to time revise the Terms of Use posted on that page, those revisions will not be effective as to an Order that we accepted prior to the date we posted the revision, and your Order will continue to be governed by the Terms of Use posted on the effective date of the Order until the earlier of (i) your acceptance of any amended Terms of Use, (ii) your continued use of the Services after notice of any amended Terms of Use, or (iii) thirty (30) days after the date DD posts amended Terms of Use on the DD website. In addition, if over time you sign multiple Orders for a single account, then the Terms of Use incorporated into the latest Order posted on the effective date of the latest Order will govern the entire account. DD may accept or reject any Order you submit in its sole discretion. DD's provisioning of the Services described in an Order will be DD's acceptance of the Order.

16.9. <u>Entire Agreement; No Waiver; Amendments</u>. This Agreement (including any Orders that incorporate this Agreement by reference) constitutes the entire agreement of the parties and supersedes all other prior or concurrent agreements, representations, understandings, or commitments, whether written or oral, between DD and you relating to the Services. Failure to enforce any provision of this Agreement will not be deemed a waiver. No provision of this Agreement may be terminated or modified except by written agreement signed by authorized representatives of each party. No terms of any Client purchase order will be effective with respect to any Services.

16.10. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.