

Transwide General Terms and Conditions (NAFTA)

1. Structure of the Agreement

The entire agreement between the parties (the "Agreement") consists of (i) the terms of any framework agreement as agreed between the parties (the "Contract"), (ii) these terms and conditions, (iii), the terms of any project charter as agreed between the Parties in relation thereto (the "PC"), (iv) any terms and conditions specific to the use of any particular Solution (the "Particular Terms and Conditions") and (v) the Alpega Privacy Statement as available at <https://www.alpegagroup.com/en/privacy-policy/>. In case of any contradiction or inconsistency between these documents and unless otherwise stated in writing, the order as referred to in the precedent clause shall take place.

2. Software and Services - licence

- 2.1 The term "Software" means the proprietary system software as developed, operated and commercialised by Transwide for the purpose of enabling an automated electronic application of data exchange providing online solutions for the management of logistic operations, which is made available to the Client as per the Agreement. This includes (i) any functionalities, documentation, work, solution, material, services, proprietary systems and software and tools, related to this software and made available to the Client as per the Agreement, (ii) the websites owned and managed by Transwide and (iii) any error corrections, updates, upgrades, modifications and enhancements in relation to the Software.
- 2.2 The term "Services" shall mean any service supplied by Transwide to the Client in relation to the use of the Software and under the Agreement, as set out in the Contract and/or the PC.
- 2.3 For the duration of the Agreement and under the conditions as fixed therein, to the extent it is so entitled, Transwide grants to the Client a non-transferable and non-exclusive license (the "License"), to access and use the Software. The License is limited to the territory as defined in the Contract and/or in the PC. The License is strictly granted for the sole purposes contemplated by the Agreement and for the Customer's own business purposes.
- 2.4 Client shall use and access the Software, pursuant to the terms of the Contract and/or the PC and in compliance with the Agreement.
- 2.5 Unless otherwise stated in writing, the License rights as acquired by virtue of the Agreement may not be sold, leased, assigned, sublicensed or otherwise transferred by the Client, in whole or in part, to any third party (including affiliates), without the prior approval of Transwide.

3. Fees

- 3.1 The fees due by the Client in consideration of the Licence and the use of the Services (the "Fees") are defined and payable pursuant to the Contract and/or the PC.
The Fees shall not be subject to revision during the initial term of the Agreement. As from the second calendar year following the date at which the Agreement shall take effect, Transwide shall however adjust and amend them annually, without prior notice, in January, by the lesser of (i) the current year's Consumer Price Index, U.S. City Average, All Items Less Food and Energy, and (ii) three percent (3%).
- 3.2 The Client shall be invoiced pursuant to the modalities as set out in the Contract and/or the PC. Any invoice is due and payable 30 days as from its date. If any invoiced amount is not paid within 10 days after this due date, and without prejudice to any other rights of Transwide, late interests shall accrue on such due amount at a monthly rate of 1% from the due date until paid in full.
- 3.3 Any dispute regarding an invoice must be lodged with Transwide in writing within 60 days following the invoice date.
- 3.4 The Customer waives its right to set-off claims of whatever kind and nature they may have against claims of Transwide for payment under the Agreement.
- 3.5 All amounts and fees as stated or referred to in the Agreement are exclusive of any applicable taxes, which shall be charged in accordance with the relevant regulations in force and must be paid by the Client.

4. Non-disclosure

- 4.1 "Confidential Information" shall mean all information of any nature whatsoever, which is disclosed in whatever form by one party (or a third party acting on that party's behalf) to the other (the "Receiving Party"), or of which the Receiving Party becomes aware in the course of the Agreement, regarding the disclosing party, its business and activities (including any technical data, any data in relation to current and prospective customers and the users of the Software, co-contracting parties, affiliated companies, know-how, trade secrets and any intellectual property rights, accounts or other financial information, products and service as developed in relation to its business, business or marketing strategies), whether or not this information is marked as confidential, restricted or proprietary, but which could reasonably be expected to be confidential information. It includes the provisions of the Contract and/or the PC.
Confidential Information shall not include information which (i) at the time of disclosure, was in the public domain, (ii) has been published or otherwise becomes part of the public domain through no fault of the Receiving Party, (iii) was lawfully known by the Receiving Party either before the disclosure or as obtained from a third party who had a lawful right to disclose such information, or (iv) was independently

developed by the Receiving Party without any use or access to the Confidential Information.

- 4.2 Either party shall safeguard and hold as confidential all Confidential Information of the other party. Either party shall use the Confidential Information solely for the purposes contemplated by the Agreement and shall not disclose such information to any person other than those affiliated companies, employees, agents, partners, directors, co-contracting parties, suppliers, subcontractors and (potential) investors of such party having a need to know the information in order to perform such party's obligations under the Agreement and/or as long as they are themselves parties to a similar non-disclosure agreement, or as required by law. The parties shall ensure the compliance of those third parties to whom Confidential Information is disclosed, with confidentiality obligations similar as those provided herein. The parties shall also use their best endeavours to secure the Confidential Information against theft, unauthorised access or loss.
- 4.3 As legal remedies may be insufficient as compensation for any breach of this Section, any party shall be entitled to obtain injunctive relief in relation to the breach or the threatened breach, in addition to any other legal or equitable remedies and without the necessity of proving actual damages.
- 4.4 Either party may publicly use and make reference to the other party's name and trademarks and the existence of their contractual relationship, for any commercial purpose and in any publication, unless the other party instructs otherwise in writing within 15 days from its approval of these terms and conditions.

5. Data

- 5.1 All data provided by either party to the other for the purpose of the Agreement and in the context of the use of the Software (including data relating to the Users or their companies and the transactions as processed through the Software) will remain the exclusive property of this party. For the duration of the Agreement, to the extent it is so entitled, either party grants to the other the right to use its data as provided through the use of the Software and the Services, strictly for the sole purposes contemplated by the Agreement.
- 5.2 The Client will be solely responsible of the content of the data as processed via the Software (including its accuracy, quality, integrity and intellectual property ownership or right to use). Transwide reserves the right to monitor the content of any information posted via the Software and to withhold, remove, and discard any data without notice in case of any non-compliance with the Agreement.
- 5.3 The Client grants Transwide the right to amalgamate any data collected from the Client and its customers and Users with data collected from other licensees and their users so that Transwide is able to generate industry-wide analyses, statistics and reports. Transwide has the right to create and publish such analyses and reports, whether for commercial gain or as a public service, and the Client disclaims any right therein.
- 5.4 Neither party shall modify, sell, assign, lease or otherwise dispose of any of the data of the other party. Either party shall establish and maintain reasonably appropriate standard safety and facility procedures in relation to the data of the other party.
- 5.5 The Client acknowledges that it is inherent to the use of the Software and the Services that Users reveal personal data to Transwide. The Parties will comply with the applicable Data Protection laws and regulations and the Transwide Privacy Statement. The Client hereby acknowledges having verified and approved the content of this statement.
- 5.6 The Client warrants having received all prior, individual and necessary approvals and authorizations from the Users to allow Transwide processing the personal data communicated in the course of the use of the Software. The Client will hold harmless and fully indemnify Transwide against any damages, loss, costs or expenses that may arise as a result of the Client's failure to obtain all individual and necessary approvals.

6. Marketing

- 6.1 Transwide may use its Website to run advertisements promoting the Software (or any other services of any of its affiliated companies). It may authorise any person or corporation to advertise or promote their products/services through it.
- 6.2 Transwide shall have no liability whatsoever towards the Client as regards the websites to which the Transwide Website provides links or addresses. The access to those third party websites is at the Client's sole own risks.
- 6.3 The Client authorises Transwide to send, by electronic mail or by any other way, any advertising communication or any other kind of marketing and commercial information in relation to the Software at the email addresses and other contact details of the users as communicated to Transwide in the course of the Agreement.

7. Intellectual property rights

- 7.1 "Transwide Intellectual Property Rights" shall mean the rights, titles and interests in and in relation to the Software (including any software, codes, programmes, routines, libraries, tools, texts, applications, communication protocols, data structures and formats, user interface design and layouts, software architecture and components, pattern, know-how, methodologies, websites, as

- developed and operated by Transwide in relation to the Software), as well as all developments, modifications and enhancements of the same and any documentation (user guides, descriptions, manuals, presentation and any other kind of document and under any form) relating thereto. It covers (without limitation) all copyrights, moral rights, patents, trademarks, trade secrets and design rights and any other intellectual property rights, whether registered or unregistered.
- 7.2 The Client acknowledges that Transwide owns and retains at all times the Transwide Intellectual Property Rights. The Client shall not, in any case, challenge, directly or indirectly, in any way whatsoever, the Transwide Intellectual Property Rights, nor their validity or enforceability under the applicable laws, or take any action that may adversely affect or imperil in any way whatsoever the Transwide Intellectual Property rights.
- 7.3 The Client shall notify Transwide immediately where it becomes aware of any unauthorized possession or use of the Software and the Services and any associated documentation by any third party.

8. Warranties

8.1 Transwide warrants that:

- It has all the rights in relation to the Software to grant the Licence hereunder;
 - The Services and the Solutions shall be provided with care and diligence, in a professional and workmanlike manner, and in accordance with the terms as contained in the Agreement;
 - The Software shall comply substantially in material respects with the performance specifications and the functionalities as set forth in the Contract or the PC, except in case of non-conformance to Transwide's instructions or in case of alteration of the Software by any person other than Transwide or any third party acting under its control;
 - It shall use all reasonable efforts to ensure that all updates, changes, alterations or modifications to the Software will be compatible with, and will not materially diminish the features and functionalities of such when used by the Client in accordance with the terms of the Agreement.
- 8.2 Except as specifically set out in the Agreement and to the fullest extent permitted by the applicable law, Transwide excludes all implicit or express representations, warranties, terms or conditions of any kind in relation to the Software and the provision of the Services (including but not limited to any implied warranty regarding title, accuracy, integrity, performance, satisfactory quality, fitness for a particular purpose), whether imposed by statute, by operation of law or otherwise. Transwide does not warrant in any case whatsoever that the Software shall operate uninterrupted or error free and that all defaults, defects and errors in relation thereto shall be corrected. Transwide makes no guarantee whatsoever in relation to the content of any data, file, document or any other information, as processed and transmitted through, uploaded to or downloaded from the Software by any user or licensee.

8.3 The Client warrants that:

- it shall use its best efforts to ensure that any data, document or file transmitted by the Client or its Users to the Software is free of virus, worms, Trojan horses, or any other kind of malicious code or device which is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Software and does not contravene any applicable laws;
- It shall not store, distribute or transmit any material through the Software that is unlawful, harmful, offensive, threatening, defamatory, objectionable, obscene, harassing or racially or ethnically offensive in any way whatsoever;
- It shall use the Software strictly for the sole purposes for which it was designed and shall not use same to provide services to third-parties;
- It shall respect any applicable laws and regulations;
- It shall not disassemble, reproduce, translate, adapt, modify, decompile, reverse engineer, or reverse compile any part of the Software, or make any attempt to discover its source code, no rent, lease, sublicense, resell for profit, transfer, loan, distribute or modify the Software or any component thereof, unless expressly authorised by Transwide as confirmed in writing;
- It shall not attempt to obtain or assist others to obtain access to the Software other than as agreed with Transwide.

9. Liabilities

- 9.1 Any liability or obligation of Transwide towards the Client shall exclusively result from the Agreement. Transwide shall not be involved in any way whatsoever in any agreement, arrangement, or any other kind of contractual transaction or relationship, which the Client agrees upon with any third party via its use of the Software.
- 9.2 To the fullest extent as permitted by the applicable law, in case of any claim by the Client against Transwide in relation to the Agreement or any transaction arising out of or in connection with the Agreement, regardless of the basis of the claim, Transwide aggregate liability shall be limited to the amount of actual proven direct loss or damage suffered by the Client and caused by Transwide negligence, in an amount not to exceed the total amount of Fees paid during any 12 months period prior to the date of the event giving rise to such liability, except in case of personal injury (including death). This

limitation will apply for any event or series of related events arising within any twelve months.

9.3 Transwide shall not be liable towards the Client for, without limitation:

- any loss or damage to the Client's records or data if the records and data of the Client have been restored from the back-ups processed by Transwide,
 - any loss or damage resulting from any kind of transaction, arrangement or agreement concluded with any third party through its use of the Software, and/or from any third party's conduct, statement, product or service,
 - any loss of profits, goodwill, business, contracts, revenues or anticipated savings or any other indirect, special, incidental, unforeseeable (as to the cause or the extent of the damage) or consequential damages whatsoever,
 - any claim related to information, equipments, systems, elements, data, device or any material provided by or under the control of the Client or any third-party (except those as provided by Transwide's affiliated companies and sub-contractors for the purposes hereunder);
 - any claim based upon any of the following circumstances: (i) any part of the Software has been used in combination with any equipment, software, data or any material not approved by Transwide; (ii) the Software and the Services have been used in a manner inconsistent with Transwide instructions and documentation or in breach of the Agreement;
 - any claim based on the content or any other aspect of any information, data or file transmitted via the Software.
- 9.4 The Client acknowledges that it is responsible for the appropriate storage of any electronic documents as processed via the Software, for the fulfilment of any legal requirements into force with respect to the processed documents.
- 9.5 Where the Client's claim relates to a non-conformance to the warranty as referred to under the clause 8.1 (3rd point), Transwide shall use all reasonable efforts to correct such non-conformance, at its own costs and within a reasonable timeframe as may be fixed in the Agreement (SLA), or shall provide the Client with alternative means of accomplishing the desired performance. Such correction or substitution shall constitute the Transwide exclusive liability and the Client's exclusive remedy in this case.
- 9.6 In case of breach of the Agreement, the claim based thereon must be made by the party within 2 years as from the date the alleged breach occurred.
- 9.7 Nothing in these terms and conditions shall operate to limit or exclude any liability for fraud or wilful misconduct.

10. Indemnification

- 10.1 The Client shall defend, indemnify and hold harmless Transwide, its officers, employees and agents, against and from any and all claims, demands, suits, actions, or proceedings, and shall reimburse Transwide for any and all damages, costs, penalties and expenses (including court costs and reasonable legal fees) payable to the party bringing such action to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of i) the Client's use of the Software and the Services or ii) any misdelivery, non-delivery, theft, conversion, misuse, fraud or inaccurate submission, receipt or distribution of any data transmitted through the Software.
- 10.2 Transwide shall indemnify and hold the Client harmless from any third party's claim against it to the extent that it is based on an allegation that any part of the Software licensed has infringed an intellectual property right or misappropriated any trade secret, and therefore pay those damages or costs related to the settlement of such claim or finally awarded against the Client, provided that the Client:
- promptly notifies Transwide of any matters relating to such claim of which it has knowledge;
 - cooperates with Transwide and provides all reasonable necessary information and assistance; and
 - gives Transwide full authority and sole control of the defence of and all negotiations in relation to such claim.
- 10.3 Transwide shall have no liability hereunder with respect to any infringement claim resulting from: (i) any combined use of the Software with any third party services, data, material or software, (ii) the circumstances referred to under Section 9.3 (4&5) above, (iii) the Client's software, systems, materials, equipments and data, (v) Client's continuing the allegedly infringing activity after being notified thereof or after being informed of or provided with the modifications or replacements that would have avoided the alleged infringements and (v) the Client misconduct or negligence.
- 10.4 If Transwide determines that any part of the Software or any of the Services is or is likely to be the subject of a infringement claim, Transwide may, at its sole discretion:
- replace the same with compatible non-infringing elements that have substantially equivalent functionality;
 - modify the same so as to cause it to be free of infringement while maintaining equivalent functionality;
 - procure, at no additional costs to the Client, the right to use the same;
 - if none of the foregoing alternatives are possible even after Transwide's best efforts, to terminate the provision of the concerned Solution or the Agreement, by giving written notice as much in advance as is reasonably possible, and refund to the Client any fees as paid in advance for the use of the same (pro-rata portion of the fees paid and allocable to the period after such termination).
- 10.5 The Parties hereby warrant that they have adequate insurance coverage to cover its obligations under this Section.

11. Term - termination - suspension

- 11.1 The Agreement is concluded for the term set forth in the Contract or the PC.
- 11.2 Transwide may suspend the Client's use of the Software in case the Client acts inconsistently with the Agreement, providing prior written notice. Transwide reserves the right to charge the Client with a reconnection fee if the access to the use of the Software must be restored after such non-compliance.
- 11.3 Either party may, by giving written notice, terminate the Agreement forthwith upon the occurrence of any of the following events:
- the other party breaches any of its material obligations hereunder and fails to cure any such breach within 30 days of written notice thereof;
 - the other party becomes or is declared insolvent in the meaning of the applicable law, seeks the protection of any bankruptcy court or convenes a meeting of or makes or proposes any arrangement or composition with its creditors;
 - the other party shall cease to carry on its business or a substantial part thereof;
 - voluntary or involuntary dissolution or winding up of the other party;
 - appointment of a receiver, liquidator, administrator, administrative receiver, manager, trustee or any similar officer over any of the assets of the other party.
- 11.4 Upon termination of the Agreement for any reason, the Client shall discontinue all use of the Software. The Client shall immediately return all documentation, Confidential Information or proprietary information and materials and any copies thereof in its possession or delete any copies of same held electronically.
- 11.5 Any provision of the Agreement that expressly or by implication is intended to continue in force shall survive the termination or expiry of the Agreement, including Sections 3, 4, 9, 10.

12. General

- 12.1 If either party is unable to perform its obligations hereunder due to circumstances beyond its reasonable control or its subcontractors' reasonable control, such obligations shall be suspended so long as those circumstances persist, provided prior prompt notification (which can be delivered under electronic form to the main contacts as referred to in the Contract) of the delay and its causes.
- 12.2 In the Agreement, a reference to "writing" or "written" includes faxes and e-mail correspondence. A reference to "include" and "including" shall be deemed to be followed by the words "without limitation".
- 12.3 Transwide may transfer, subcontract or assign all or part of its rights, duties, titles under or interests in the Agreement and any or all sums due or to become due pursuant thereto to any third party.
- 12.4 This Agreement shall be construed according to, and all rights and liabilities of the parties shall be governed by, the laws of the State of Illinois, notwithstanding any conflicts of law or other provision of the laws of Illinois or any other state that would otherwise result in the application of the laws of any other jurisdiction. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any actions arising out of or relating to this Agreement. The parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois.
- 12.5 JURY TRIAL WAIVER. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.
- 12.6 Transwide shall be an independent contractor as to the Client and shall have authority to control and direct the performance of the Software and all Services. Nothing in the Agreement shall be construed to make either Transwide or the Client a joint venture, principal, agent, partner or employee of the other.
- 12.7 Unless otherwise stated herein, any notice to be given under these General Terms and Conditions shall be made in writing and shall be deemed validly given if delivered personally, sent by courier or other express mail service, sent by registered or certified mail, postage prepaid, return receipt requested or sent by confirmed facsimile, at the address set forth in the Contract and/or the PC.
- 12.8 The Parties acknowledge that any notification as referred to under the Contract or the PC, any warning, order or any other communication in relation to the Agreement as sent under electronic form pursuant to the terms of the Agreement shall be accepted, in any legal proceedings related to this Agreement, with the same legal value as any other document as created and kept under paper form.
- 12.9 No waiver of any provision of the Agreement shall be valid unless mutually agreed in writing. Any waiver of a breach or observance of any provision hereof shall not operate or be construed as a waiver of any prior, concurrent or subsequent breach.
- 12.10 The Agreement may be translated into one or more other languages but the version of this Agreement, which shall control shall be the English language version.
- 12.11 If any provision of the Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of the Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

- 12.12 The Agreement supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement.