

APTEAN SHIP TERMS OF SERVICE

These Aptean Ship Terms of Service (the "Agreement") apply to your access to and use of the Aptean Ship services provided to you by us pursuant to these Terms (the "Aptean Ship Services" or "Services"). By signing an Order Form licensing Services and agreeing that Order Form shall incorporate the Agreement any Schedules attached hereto, except to the extent (if any) that the Agreement is expressly varied within the Order Form or amendment.

In this Agreement, "Licensor", "we", "us" and "our" refer to Aptean, Inc. and our affiliates, subsidiaries, successors, and assigns, and "you" and "your" refers to the user and licensee of our Services that accepts and agrees to these Terms. Licensor and you are individually referred to in this Agreement as a "Party" and collectively as the "Parties."

1. The Services - How it Works

Licensor, as part of the Service, provides a domestic and international multi-carrier shipping system that features turnkey interfaces to gain efficiencies in shipping, accounts receivable, and customer service for consolidator, parcel, and LTL shipments. Services can be accessed once registration for a Provider Account is complete.

2. Restrictions

You agree to not duplicate, sell, disable, reverse-engineer, alter, distribute, sublicense, lease, exploit, copy, or reproduce the Services or any software associated with the Services without our written permission. You shall use the Services solely for your internal business purposes in compliance with applicable law, and shall not use the Service to:

Impersonate any person or entity or falsely claiming an affiliation with any person or entity.

Collect, or attempt to collect, personal information about users or third parties without their consent, or using such information except as necessary to use the Services

Transmit, or distribute content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy);

Use the Services to develop or enhance any product that competes, directly or indirectly with the Services; or

Interfere with another user's enjoyment of the Services, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code.

In addition, if we reasonably suspect that you are using the Services for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your access to the Services, and any of your transactions or Transactions with law enforcement.

3. Your Responsibilities

a. Resources

You shall allocate an individual to act as a contact for anything related to the Services.

b. Updating Your Contact Information

It is your responsibility to keep your primary email and street address up to date. You understand and agree that if Licensor sends you a Communication but you do not receive it because your primary email or street address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Licensor will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re routes emails from senders not listed in your email address book, you must add Licensor to your email address book so that you will be able to receive the Communications we send to you.

If your email address becomes invalid such that electronic Communications sent to you by Licensor are returned, then Licensor may suspend the Services until we receive a valid, functioning primary email address from you.

c. Your Transactions

You are responsible for any content in your Transactions. You are responsible for the compliance of your Transactions to all applicable laws or regulations. You are responsible for managing your Transactions to comply with applicable data protection laws. It is your responsibility to undertake all necessary measures to ensure the security, confidentiality and integrity of your Transactions. If we determine in our sole discretion that any content in your Transactions violates any provision of this Agreement, we may, at our option, suspend, or terminate this Agreement and the Services.

4. Payment Terms

We will invoice you on all Services provided. Unless otherwise specified in the Order Form, fees will be calculated according to the monthly Licensor Pricing found in Schedule 1, and you agree to pay Licensor within thirty (30) days from the date of the invoice. All payments are non-refundable. All prices are exclusive of taxes. You agree to pay any and all applicable taxes on the Services. We reserve the right to increase the fees or update the fee structure found in Schedule 1 at any time.

If your payment is late, you agree to pay a 1.5% charge on all past due amounts. We reserve the right to suspend or terminate this Agreement and your access to the Services if your payment is late. You will continue to be charged for any Services that occur during the period of suspension.

5. Term

This Agreement shall continue unless terminated according to Section 6 or Section 7 below.

6. Your Right to Terminate

You may terminate this Agreement by providing us 90 days written notice. When this Agreement is terminated, any pending Transactions or transactions will be cancelled.

7. Our Right to Terminate

Licensor may terminate this Agreement for any reason or no reason at any time without notice to you. Licensor may also suspend the Services if you (a) have violated the terms of Licensor's policies or this Agreement, (b) provided any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; or (c) are more than thirty (30) days delinquent in payments.

8. Effect of Termination

If this Agreement is terminated, you agree: (a) all licenses granted in this Agreement shall automatically end; (b) that you will no longer have access to any Raw Data; (c) to immediately stop using the Services, (d) that Licensor has the right to delete all of your information and Transactions in accordance with our record-keeping policies and applicable law, and (e) that Licensor shall not be liable to you or any third party for any of the foregoing actions. Licensor will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of Services.

Upon termination of this Agreement, you may request a copy of the Raw Data within thirty (30) days of termination, and Licensor will make available to you an electronic copy of the Raw Data for an additional fee. Subject to applicable law, Licensor will not provide the Raw Data unless all amounts due and owing for the Services have been paid by you. After such 30-day period, Licensor will have no obligation to maintain or provide any Raw Data and may, unless legally prohibited, delete all Raw Data in its systems or otherwise in its possession or under its control. This Section 8 will survive termination of this Agreement.

9. Our Intellectual Property Rights

All right, title and interest in and to the Services are owned by us. We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to access and use the Services

solely for your internal business purposes, subject to any restrictions set forth in this Agreement.

10. Your Intellectual Property Rights

You retain sole ownership over your Transactions. You grant us a personal, limited, non exclusive, revocable, non-transferable license, without the right to sublicense, to your Transactions solely for us to provide you the Services. You agree to allow us to use and display your name, logo and related marks associated to promote the Services.

11. Your Representations and Warranties

You represent and warrant to us that: (a) you have the legal power and authority to enter into this Agreement; (b) you have neither falsely identified yourself nor provided any false information to us; (c) your billing information is correct; (d) you own or have the necessary rights to your Data; (e) your Transactions do not violate the privacy rights, publicity rights, copyrights or other rights of any person or entity; (f) you will comply with all federal, state, and local laws, rules, and regulations applicable to your business; (g) you will not use the Services, directly or indirectly, for any fraudulent undertaking; (i) you shall comply with all applicable privacy and data protection laws in effect from time to time to the extent of applicable to this Agreement and the access and use of the Services.

12. Disclaimers of Warranties.

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU HEREUNDER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, ACCURACY OF DATA, NON INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. WHERE LEGAL REQUIREMENTS IMPOSE AN IMPLIED WARRANTY BY US, SUCH WARRANTY ENDS 30 DAYS FROM THE DATE THE SERVICES ARE FIRST AVAILABLE TO YOU.

LICENSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY RELATIONSHIP OR TRANSACTIONS BETWEEN YOU AND ANY THIRD PARTIES OR YOUR AFFILIANTES. LICENSOR WILL NOT BE A PARTY TO, BE LIABLE TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES OR YOUR AFFILIATES.

- b. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

13. Timely Filing of Claims

As used in this Agreement, "Claim" means an actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including special damages, attorney fees and dispute resolution costs. You must file a Claim in connection with the Services with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that Claim against us.

14. Indemnification and Holding Harmless

You shall, at your expense, defend and/or settle any claim, suit or proceeding brought by a third party ("Claims") against Licensor its affiliates, and their respective members, partners, owners, officers, directors, employees, Licensors' agents and representatives and arising out of or related to: (i) your breach of privacy and data protection laws; and (ii) your unauthorized use of the Services. (iii) breach of this Agreement; or (iv) you or anyone else using the Services with your access credentials.

This indemnification does not apply to any Claims to the extent it is directly caused by our negligence, recklessness or willful misconduct. Indemnity obligations in this Agreement remain in force after this Agreement or the Services terminate.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, OR FOR DAMAGES OR COSTS INCURRED AS A RESULT OF A LOSS OF TIME, SAVINGS, PROPERTY, PROFITS, BUSINESS, CONTRACTS, REVENUE, ANTICIPATED SAVINGS, DATA, OR GOODWILL, OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH IS A FUNDAMENTAL BREACH, OR WHETHER ANY WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIM WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES (IF ANY) ACTUALLY PAID BY YOU UNDER THESE TERMS FOR THE SIX (6) MONTH PERIOD PRIOR TO WHEN THE CLAIM WAS BROUGHT.

YOU HEREBY RELEASES LICENSOR (AND OUR EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS) FROM ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE BETWEEN YOU AND YOUR TRADING PARTNER, INCLUDING BUT NOT LIMITED TO DISPUTED PAYMENTS AND CHARGEBACKS.

THE PARTIES AGREE THAT THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS IN THIS AGREEMENT ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND REPRESENT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES. IN PARTICULAR, YOU UNDERSTANDS THAT WE WOULD BE UNABLE TO PROVIDE THE SERVICES TO YOU EXCEPT ON THESE TERMS AND AGREES THAT THESE TERMS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

16. Privacy

By accepting and execution of this Agreement, you confirm that you have read, understood and accepted our Privacy Policy: <https://www.aptean.com/en-US/privacy-statement>

17. Security

We have implemented technical and organizational measures designed to secure your personal information and Data from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

If you discover a security-related issue, including any unauthorized use of your access credentials or Account, you will inform us of the issue immediately by contacting the Licensor Security Team at security@aptean.com. You also agree not to disclose the issue until Licensor has addressed it unless otherwise required by law.

18. Confidentiality

"**Confidential Information**" means: (i) a Party's proprietary technology or computer software, in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "**Proprietary Technology**"); (ii) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (iii) information regarding current or proposed products, customers, contracts, the Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, Transactions, personnel and recruiting matters, and future releases; and (iv) offers or proposals which are provided by a Discloser (as defined below), including the fees charged by Discloser and such Confidential Information is in written or other form .

A Party receiving Confidential Information ("**Recipient**") of the other Party ("**Discloser**") shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of

the Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser so as to allow Discloser a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. For the avoidance of doubt, the Customer may disclose the Agreement without notice to Licensor in order to comply with applicable law.

The obligations described in this Section 18 impose no obligation upon Recipient with respect to any Confidential Information that (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed by Discloser without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information and, upon request, provide a certificate from an authorized officer of completion of the foregoing.

19. Governing Law and Venue

The internal laws of the State of Georgia (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying "Legal Requirements," defined following. "Legal Requirements" means each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a government authority or a regulatory (including self-regulatory) organization to which a party and/or its affiliates is subject, including (a) all applicable anti-money laundering laws, rules and regulations, (b) "Know-Your Customer" and sanctions laws, rules and regulations, (c) Federal Reserve Board regulations, and (d) tax regulations. All rights and remedies relating to this Agreement, Legal Requirements, the ACH Rules and the Card Network Rules are cumulative and do not exclude any other rights or remedies. The maximum amount of pre- and post judgment interest in connection with any Claim will be the lower of the prime rate and the rate set by the Laws of the State of Georgia.

Disputes relating to the Services will be resolved by a court of competent jurisdiction in the State of Georgia and you agree to submit to this jurisdiction.

This Section 19 does not prevent us from starting proceedings in a court of any state with jurisdiction, including concurrently in any number of states.

20. Assigning this Agreement; Change of Control

We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.

We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or a person taking charge of your assets or business.

We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our respective rights and obligations under this Agreement.

You will give us notice at least 60 calendar days before you sell all or substantially all of your assets, or a person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests or acquires voting control. You will give us information we request about a major asset sale or ownership change.

21. Professional Service Terms

By accepting this Agreement, you hereby accepts and agrees to be bound by the applicable terms and conditions for Professional

Services made available to you at legal.aptean.com/professional-services, which are incorporated herein by reference.

22. Third Party Services and Software

You may be offered services or software provided by third parties and not by Licensor. If you decide to use these third-party services or software, you will be responsible for reviewing and understanding the terms and conditions associated with them. We do not provide any warranties or make any representations to you with respect to any third-party services or software. You agree that Licensor is not responsible for the performance of these services. You agree Licensor is not liable for any damages resulting from any third-party services or software. You are responsible for any fees associated with the third-party services or software.

23. Information Collection and Use

Notwithstanding anything to the contrary in this Agreement, Licensor may collect and disclose anonymized information about your use of the Services. You hereby grant to Licensor a perpetual, non-cancelable, worldwide, royalty-free, non-exclusive right to utilize any anonymized Raw Data that arises from your use of the Services for any legitimate purpose, subject to all legal restrictions regarding the use and disclosure of such information.

24. Electronic Signature Disclosure and Consent

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that Licensor provides in connection with your use of the Services.

Licensor will provide these Communications to you by emailing them to you at the primary email address set out in the Order Form or (if permitted by law) by posting them on our website. Licensor may also provide certain Communications (such as federal and state tax statements) by U.S. mail to the street address set out in the Order Form.

Communications are considered received by you within 24 hours of the time they are emailed to you, posted to the website, or mailed to you. You further agree that your electronic signature has the same effect as your manual, physical signature. If you withdraw your consent to receive Communications electronically, Licensor may charge you additional fees for paper copies.

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication previously sent to you, you may request a copy within 180 days of the date the Communication was provided to you by contacting Customer Support as described above. You understand and agree that Licensor may charge you an exceptions fee for each paper copy of a Communication.

25. Amendment of Agreement

We have the right to change the terms of this Agreement at any time with notice that we in our sole discretion deem to be reasonable in the circumstances, including posting the revised Agreement on our Website. Any use of the Services after such notice or posting shall constitute your acceptance of this Agreement as modified.

26. Force Majeure

Licensor is not liable for not carrying out, or delaying performance of, any actions caused by an act of God, a government authority, any Card Network, the ACH, a catastrophe, war or terrorism, civil or labor disturbance, fire, flood, other natural disaster, internet service interruptions or slowdowns, vandalism or "hacker" attacks, or any other cause beyond our reasonable control.

27. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

SCHEDULE 1

APTEAN SHIP MONTHLY:

	Essentials	Business	Professional	Enterprise		Enterprise Tier 2	Enterprise Tier 3	Enterprise Tier 4
All Parcel carriers	\$268.00	\$378.00	\$568.00	\$848.00		\$1,148.00	\$1,498.00	\$1,898.00
All Parcel and LTL	\$368.00	\$528.00	\$868.00	\$1,348.00		\$1,748.00	\$2,098.00	\$2,498.00
Parcel Volume	1,500	7,000	16,000	30,000		60,000	125,000	200,000
Freight Volume	50	250	500	1,500		4,000	8,000	15,000
PLAN FEATURES								
Unlimited Users	x	x	x	x		x	x	x
HazMat	Not Available	Included	Included	Included		Included	Included	Included
Included Locations	5	10	20	40		50	50	50
Rating API	Not Available	Available	Available	Available		Available	Available	Available
PLUG-AND-PLAY CONNECTORS								
bcPacknShip	x	x	x	x		x	x	x
Aptean Distribution ERP (Apprise)	x	x	x	x		x	x	x
Traverse	x	x	x	x		x	x	x
WorkWise	x	x	x	x		x	x	x
ProcessPro	x	x	x	x		x	x	x
Made2Manage	x	x	x	x		x	x	x
Paragon (UK)	x	x	x	x		x	x	x
Elucid (UK)	x	x	x	x		x	x	x
Aptean eCommerce	x	x	x	x		x	x	x
Full Circle	x	x	x	x		x	x	x

APTEAN SHIP LIMITED MONTHLY:

	Essentials	Business	Professional	Enterprise		Enterprise Tier 2	Enterprise Tier 3	Enterprise Tier 4
UPS, FedEx & USPS	\$188	\$265	\$398	\$594		\$804	\$1,049	\$1,329
Parcel Volume	1,500	7,000	16,000	30,000		60,000	125,000	200,000
PLAN FEATURES								
Unlimited Users	x	x	x	x		x	x	x
HazMat	Not Available	Included	Included	Included		Included	Included	Included
Included Locations	5	10	20	40		50	50	50
Rating API	Not Available	Available	Available	Available		Available	Available	Available
PLUG-AND-PLAY CONNECTORS								
Aptean Distribution ERP (Apprise)	x	x	x	x		x	x	x
Traverse	x	x	x	x		x	x	x
WorkWise	x	x	x	x		x	x	x
M2M	x	x	x	x		x	x	x