

Platform User Agreement

hereinafter **AGREEMENT**

between
Transporeon GmbH
Magirus-Deutz-Straße 16
DE-89077 Ulm

hereinafter **SERVICE PROVIDER**

and

customer (hereinafter **CUSTOMER**)hereinafter individually **PARTY** or collectively **PARTIES**

Definitions

AVAILABILITY DESCRIPTION: Description of availability and performance parameters of PLATFORM and other service level SERVICES

CARRIER: A company that receives a transport order from a SHIPPER and is responsible for carrying it out; CARRIER includes, but is not limited to, a supplier (hereinafter **SUPPLIER**) from which SHIPPER orders the goods or a logistics provider of SHIPPER or any other party to which CARRIER subcontracts the transport order by forwarding the transport order via PLATFORM

CONFIDENTIAL INFORMATION: Non-public information in any form provided to the receiving party by the disclosing party, including but not limited to ACCESS DATA, data stored on PLATFORM, data relating to other companies, orders and offers, trade and industrial secrets, processes, intellectual property, financial or operational information, price or product information or related documentation

CUSTOMER DATA: All data of CUSTOMER stored on PLATFORM or generated on the basis of PLATFORM, in particular data in connection with CUSTOMER's transports (e.g. transports, routes, transport routes, offers, prices, transport documentation) and data on the use of PLATFORM by CUSTOMER'S USERS

DATA PROTECTION OFFICER: DATA PROTECTION OFFICER can be contacted via post under the keyword "DATA PROTECTION OFFICER" to the above-mentioned address or via e-mail to dataprotection@transporeon.com

DATA SUBJECT: Any identified or identifiable natural person

ESTABLISHMENT: A branch, agency or any other establishment of CUSTOMER that implies the effective and real exercise of activity through stable arrangements

GOODS RECIPIENT: recipient of the goods that CARRIER delivers according to the transport order of SHIPPER

IN-HOUSE SYSTEM: ERP system (e.g. SAP ERP, JD Edwards)

INTELLECTUAL PROPERTY: Any patents, designs, models, drawings, copyrights, software and database rights, trade marks, know-how, web domain names, company names and in general all rights of a same or similar nature, whether registered or unregistered anywhere in the world including all extensions, reversions, revivals and renewals thereof

LOCAL SUBSIDIARIES: SERVICE PROVIDER's affiliates which also could act as SERVICE PROVIDER depending on SERVICES offered are listed under following address: https://legal.transporeon.com/transporeon_entities.pdf

PLATFORM: Transporeon Platform; Cloud-based communication and transaction platform operated by SERVICE PROVIDER for commercial customers (business to business)

PLATFORM USAGE GUIDELINES: A set of rules for the usage of PLATFORM including security principles, conduct on PLATFORM and user account information

SERVICE PARTNER: Any party acting as sub-contractor of SERVICE PROVIDER and which has been denominated in writing or by other suitable means by SERVICE PROVIDER to CUSTOMER as "SERVICE PARTNER" or listed under https://legal.transporeon.com/transporeon_service_providers.pdf

SERVICES: SERVICES and/or works provided by SERVICE PROVIDER

SHIPPER: A producer, distributor or recipient of goods; company which orders services from SUPPLIER

SIXFOLD: A SERVICE PARTNER used for VISIBILITY SERVICES

SIXFOLD-ENABLED: CUSTOMER that accepted the terms and conditions of SIXFOLD online and has been activated by SIXFOLD

STANDARD CONTRACTUAL CLAUSES: Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council - MODULE ONE: Transfer controller to controller

SYSTEM REQUIREMENTS: Technical requirements regarding hardware and software to be met by CUSTOMER's systems in order to be able to use PLATFORM and SERVICES, listed under <http://www.transporeon.com/en/system-requirements/>

TRANSPOREON APP: Transporeon app for drivers; an application installed on mobile devices, provided by SERVICE PROVIDER

USER: A natural person authorised by CUSTOMER and confirmed by SERVICE PROVIDER or SERVICE PROVIDER's affiliates, who is allowed to access PLATFORM by using access data assigned to this person

VISIBILITY SERVICES: All SERVICES offered on PLATFORM that enable tracking status messages in connection with the execution of the transport

Preamble

CUSTOMER desires to increase the efficiency of its logistics processes. For this purpose, SERVICE PROVIDER provides CUSTOMER with access to PLATFORM. In connection with the usage of PLATFORM by CUSTOMER, SERVICE PROVIDER may also render IT services, including consultancy, project management, customising and support.

1. Contract conclusion

This AGREEMENT is considered concluded once CUSTOMER concluded the registration process that includes the link to this AGREEMENT. By following the steps in the Registration centre, CUSTOMER will conclude this AGREEMENT by clicking "Complete registration". The online registration must be completed in full and truthfully. SERVICE PROVIDER may request the authorised signatory of CUSTOMER to show suitable evidence of authority to represent CUSTOMER. SERVICE PROVIDER reserves the right to refuse registration or to revoke or to delete such in case of misuse or if false information is provided.

2. Security of PLATFORM and SERVICES

2.1. PLATFORM USAGE GUIDELINES

- (a) CUSTOMER will have access to PLATFORM by way of its ACCESS DATA. CUSTOMER agrees to keep its ACCESS DATA confidential and to restrict any unauthorised access to the account. CUSTOMER undertakes to change its password on a regular basis.
- (b) CUSTOMER agrees to comply with the conditions stipulated in PLATFORM USAGE GUIDELINES which can be accessed under <https://www.transporeon.com/en/system/pug/>. SERVICE PROVIDER may update PLATFORM USAGE GUIDELINES from time to time in compliance with the conditions specified in 17 (Changes). CUSTOMER shall make PLATFORM USAGE GUIDELINES available for each USER of its accounts. CUSTOMER remains responsible for all the activities that occur under each account that it has on PLATFORM and for the conduct of its USERS.

2.1.2. Consequences for breach of PLATFORM USAGE GUIDELINES

- (a) SERVICE PROVIDER reserves the right to block CUSTOMER's access to PLATFORM in case of any infringement of PLATFORM USAGE GUIDELINES and to delete or block CUSTOMER's data infringing the provisions of this AGREEMENT.
- (b) SERVICE PROVIDER will inform CUSTOMER about blocking of its access and blocking or deletion of its data in writing or via e-mail.
- (c) SERVICE PROVIDER is entitled to inform SHIPPERS of CUSTOMER about an impending or actual blocking of CUSTOMER's access to PLATFORM.

2.1.3. Technical data transfer

The use of insecure data transmission routes, in particular, HTTP or FTP, can result in THIRD PARTIES accessing the transmitted data, reading or changing these data. In order to prevent this risk, SERVICE PROVIDER offers secure data transmission routes, e.g. HTTPS, FTPS or AS2. If CUSTOMER nevertheless decides to use insecure transmission routes, CUSTOMER is solely responsible for any damages that may result therefrom.

3. Rights of use

- (a) SERVICE PROVIDER grants to CUSTOMER for the duration of this AGREEMENT a right to access and use PLATFORM. SERVICE PROVIDER may introduce new releases, versions, updates and upgrades of PLATFORM from time to time. In this case, the preceding sentence shall apply accordingly.
- (b) CUSTOMER needs to match SYSTEM REQUIREMENTS to be able to access and use PLATFORM. SYSTEM REQUIREMENTS may be updated from time to time in compliance with the conditions specified in 17 (Changes).
- (c) CUSTOMER undertakes to use PLATFORM and SERVICES solely for its own internal business purposes in accordance with this AGREEMENT.
- (d) CUSTOMER shall not be entitled to provide third parties access to PLATFORM, neither for payment of a fee nor free of charge.
- (e) SERVICE PROVIDER hereby does not provide CUSTOMER any licenses and/or INTELLECTUAL PROPERTY (current and/or future).
- (f) Any and all INTELLECTUAL PROPERTY owned by SERVICE PROVIDER prior to conclusion of Agreement shall remain the sole property of SERVICE PROVIDER. Any and all INTELLECTUAL PROPERTY that results from, is obtained or developed in connection with this AGREEMENT and the provision of SERVICES after conclusion of Agreement shall be owned by SERVICE PROVIDER.

4. Data protection and data security, CUSTOMER DATA

4.1. Processing of personal data

- (a) SERVICE PROVIDER and CUSTOMER shall comply with any laws and regulations in any relevant jurisdiction relating to data protection or the use or processing of personal data.
- (b) SERVICE PROVIDER determines the purposes and means of processing personal data within the scope of SERVICES provided under this AGREEMENT and thus acts as an independent controller.
- (c) The details on the processing of personal data (Privacy Notice) can be found on the login page of PLATFORM in the footer or online at https://legal.transporeon.com/DP/PLT/en_Platform_Privacy_Policy.pdf
- (d) SERVICE PROVIDER processes personal data from users of VISIBILITY SERVICES, in particular: Location data (e.g. GPS position), Licence plate
This data is processed, inter alia, to bring more transparency to the transportation process. This also covers the estimation of delays, the measurement of transport routes and the optimisation of predictions for transport times (= "ETA" calculations). In the event of usage via TRANSPOREON APP, the data is processed in accordance with Art. 6 Para. 1 lit. a) GDPR if the respective driver has given his explicit consent. In all other cases, please see CUSTOMER'S responsibilities in 4.3.3 (Error! Reference source not found.).
- (e) SERVICE PROVIDER processes the full name, the position and the business contact data of CUSTOMER'S employees and representatives for product information and customer relationship purposes according to Art. 6 Para. 1 (f) GDPR.

4.2. Processing of non-personal data

- (a) For the purposes of providing its SERVICES under this AGREEMENT and to enable a quick and smooth onboarding, SERVICE PROVIDER is asked from time to time by SHIPPERS to forward CUSTOMER'S data to SHIPPERS. SERVICE PROVIDER processes non-personal data including, but not limited to the following:
 - date since when CUSTOMER is using PLATFORM
 - which contract version of this AGREEMENT CUSTOMER concluded
 - which modules CUSTOMER uses
 - which interfaces CUSTOMER has with SERVICE PROVIDER
 - status of CUSTOMER'S onboarding
 - kind of trainings CUSTOMER received from SERVICE PROVIDER
 - number of devices used for VISIBILITY SERVICES
 - information about the steps CUSTOMER takes in order to implement VISIBILITY SERVICES (e.g. organisation of internal trainings with the driver)
 - if CUSTOMER is SIXFOLD-ENABLED
- (b) SERVICE PROVIDER may use one or more of the above mentioned non-personal data in addition with other criteria for the purpose of generating the Partner Performance Score, a feature created to provide competitive advantage for CUSTOMER and to enable CUSTOMER to enter into new business opportunities with SHIPPERS on PLATFORM.

4.3. Obligations under data protection law

4.3.1. Provision of personal data

- (a) CUSTOMER shall provide SERVICE PROVIDER with the personal and non-personal data required for the performance of SERVICES under this AGREEMENT. This includes in particular the personal data mentioned in the Privacy Notice (see 4.1(b) (Processing of personal data)).
- (b) The data may be either provided directly by CUSTOMER or by DATA SUBJECTS at the instigation of CUSTOMER.
- (c) CUSTOMER will ensure that the personal data provided is limited to the required minimum (principle of data minimisation).

4.3.2. Information of DATA SUBJECTS

- (a) CUSTOMER shall provide any DATA SUBJECTS, whose personal data are transferred to SERVICE PROVIDER, with comprehensive and correct information pursuant to Art. 13 and Art. 14 GDPR about the processing of their personal data for the purposes of this AGREEMENT in a concise, transparent, intelligible and easily accessible form, using clear and plain language.
- (b) CUSTOMER shall also inform DATA SUBJECTS about their rights according to Chapter III of the GDPR. These rights may include, in particular, the right of access, the right to rectification, the right to restriction of processing and the right to object.
- (c) These information obligations can be fulfilled by CUSTOMER – if not already known to DATA SUBJECTS – by providing the Privacy Notice (see 4.1(b) (Processing of personal data)) of SERVICE PROVIDER.

4.3.3. Consent of DATA SUBJECTS

- (a) CUSTOMER shall obtain, if necessary according to 4.1(b) (Processing of personal data), DATA SUBJECTS' informed and effective consent pursuant to Art. 6 Para. 1 (a) GDPR with the processing of their personal data within the scope of this AGREEMENT. This consent shall in particular allow the transfer of the personal data to SERVICE PROVIDER and the onward transfer of personal data to LOCAL SUBSIDIARIES and SERVICE PARTNERS.

- (b) CUSTOMER shall, in case a consent was obtained, monitor the continued effectiveness of DATA SUBJECTS' consent. If such consent is withdrawn, CUSTOMER shall promptly inform SERVICE PROVIDER in writing or via e-mail.
- (c) When using VISIBILITY SERVICES, CUSTOMER is responsible for informing DATA SUBJECTS and obtain their consent that their personal data such as license plate and location data of the vehicle may be shared via PLATFORM, that this data is collected for the purposes mentioned in 4.1(c) (Processing of personal data) and that this data will be made visible for the parties within the transportation chain, that is CARRIERS, SUPPLIERS, SHIPPERS, and respective SERVICE PARTNERS for the purpose of processing and monitoring the performance of the transportation orders to which such data relates. This responsibility includes informing DATA SUBJECTS and obtain their consent, that the above-mentioned parties within the transportation chain may also allocate a vehicle to a transport. This allocation, normally done by CUSTOMER, is the prerequisite for the location data of the vehicle being shared via PLATFORM.
- (d) The details on the processing of personal data (Privacy Notice – especially for drivers) for drivers as DATA SUBJECTS can be found online at https://legal.transporeon.com/DP/RTV/en_Driver_Privacy_Policy.pdf.

4.3.4. Lawfully processing

- (a) CUSTOMER warrants that any personal data provided directly by CUSTOMER or by DATA SUBJECTS at the instigation of CUSTOMER may be lawfully processed by SERVICE PROVIDER, LOCAL SUBSIDIARIES and SERVICE PARTNERS for the purposes of this AGREEMENT.
- (b) CUSTOMER is familiar with the laws and regulations contained in or deriving from the relevant jurisdiction regarding data protection or the use or processing of personal data relating to SERVICES under this AGREEMENT.
- (c) CUSTOMER shall in particular use this personal data for monitoring the behaviour or the performance of DATA SUBJECTS only to the extent permitted by mandatory laws, collective agreements or employment contracts.

4.4. Anonymised use of CUSTOMER DATA

- (a) CUSTOMER hereby grants SERVICE PROVIDER the free, simple (non-exclusive), worldwide, temporally unlimited and irrevocable right to store, process, link, evaluate, analyse, pass on, publish and economically exploit CUSTOMER DATA in anonymised form (within the meaning of 4.4(c) (Anonymised use of Customer Data)). This granted right includes in particular the right to use and commercially exploit the data for error correction as well as for the improvement of own or third-party products (including services), for the development of new products, for benchmarks as well as for advertising, scientific or statistical purposes.
- (b) The right of use granted is transferable and sub-licensable by SERVICE PROVIDER to SERVICE PARTNERS and affiliates.
- (c) Usage in anonymised form means that the data to be exploited is changed in such a way that it can no longer be related to (i) a single natural person, in particular USERS or employees of CUSTOMER, (ii) CUSTOMER, (iii) a SHIPPER or (iv) a CARRIER, e.g. by aggregation (summary). In order to determine whether a reference is possible, all means that are likely to be used by SERVICE PROVIDER or a third party, according to general judgment, to directly or indirectly identify a reference object must be considered.
- (d) Insofar as the use of CUSTOMER DATA for the above-mentioned purposes does not serve to provide the contractual services and represents a processing of personal data (in particular the process of anonymisation), SERVICE PROVIDER does not act as a processor on behalf of CUSTOMER, but as an independent controller.

5. Modules and SERVICES description

CUSTOMER can access the document which contains a detailed technical description and conditions for the usage of products, modules, features and SERVICES by clicking on <https://www.transporeon.com/en/msd/>. SERVICE PROVIDER is entitled to update this document from time to time in compliance with the conditions specified in 17 (Changes) provides CUSTOMER the possibility to access the updated document under the above-mentioned link. The Modules and Services description does not represent any guarantee or warranty of any kind and the conditions only apply if the corresponding Services are activated for CUSTOMER. Activation of some modules, features and SERVICES are subject to an additional agreement and a separate commercial agreement between SERVICE PROVIDER and CUSTOMER.

6. Service levels. Availability. Support. Remedies

6.1. Performance

SERVICE PROVIDER will perform SERVICES taking into account the recognised rules of technology

- (a) with promptness and diligence and in a workmanlike and professional manner and
- (b) in accordance with all applicable service levels stipulated in AVAILABILITY DESCRIPTION.

6.2. Availability; support; remedies

The availability of PLATFORM, the support times and the remedies for failure to achieve the availability of PLATFORM are defined in AVAILABILITY DESCRIPTION available under <https://www.transporeon.com/en/avd/> and incorporated into this AGREEMENT by reference. SERVICE PROVIDER will update AVAILABILITY DESCRIPTION from time to time in compliance with the conditions specified in 17 (Changes) and provide CUSTOMER the possibility to access the updated document under the above-mentioned link.

7. Term and termination

- (a) CUSTOMER may terminate this AGREEMENT for convenience at any time subject to a 30-days' notice period to the end of the calendar month.
- (b) SERVICE PROVIDER may terminate this AGREEMENT for convenience at any time subject to a 90-days' notice period to the end of the calendar month.
- (c) In addition to the termination rights according to 7(a) (Term and termination), SERVICE PROVIDER may terminate this AGREEMENT for good cause, effective upon written notice to CUSTOMER, if CUSTOMER breaches the obligations as stipulated in PLATFORM USAGE GUIDELINES and/or 11 (Compliance).

8. Confidentiality

The receiving party may have access to CONFIDENTIAL INFORMATION of the disclosing party.

8.1. Disclosure restrictions

- (a) The receiving party must not make any of the disclosing party's CONFIDENTIAL INFORMATION available in any form, to any third party, natural person or legal entity other than the receiving party's employees, affiliates or agents with a need to know such CONFIDENTIAL INFORMATION. In this case, the receiving party shall ensure that all such receiving party's employees, affiliates or agents shall be bound by the confidentiality obligations offering no less than the same level of protection as stipulated in this AGREEMENT.
- (b) Any unauthorised disclosure or use of CONFIDENTIAL INFORMATION by the receiving party's employees, affiliates, subcontractors or agents shall be deemed a breach of this AGREEMENT by the receiving party. In this case, the receiving party shall be liable to the disclosing party to the same extent as if the receiving party committed such breach itself.

8.2. Reasonable care

The receiving party will keep CONFIDENTIAL INFORMATION secret by using at least the same care and discretion that the receiving party uses with respect to its own trade secrets and in no case less than reasonable care.

8.3. Exceptions of confidentiality

CONFIDENTIAL INFORMATION does not include information that

- (a) was known to the receiving party prior to its disclosure by the disclosing party,
- (b) has become generally available to the public (other than through the receiving party),
- (c) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party,
- (d) is considered as supporting information in order to enable SERVICES.

8.4. Disclosure permissions

The receiving party may disclose CONFIDENTIAL INFORMATION if such disclosure is required according to applicable laws or governmental regulations, provided that the receiving party has previously notified the disclosing party of the disclosure by e-mail in parallel with the written notice and has taken reasonable and lawful actions to avoid and minimise the extent of the disclosure.

8.5. Survival and replacement

The provisions of 8 (Confidentiality) shall survive the termination of this AGREEMENT for a period of 5 years from the date of effective termination of this AGREEMENT.

8.6. Forwarding data and information

In the event CUSTOMER is acting as a forwarder on PLATFORM and is therefore using the "sub assignment" function, CUSTOMER must ensure that CUSTOMER is entitled to forward the data/information from PLATFORM to a subcarrier/subcontractor. If CUSTOMER is not entitled to do so, CUSTOMER has the possibility to delete/edit the data/information.

9. Warranty. Software defects

- (a) SERVICE PROVIDER warrants that SERVICES may be used in accordance with the provisions of this AGREEMENT. Rights in case of defects shall be excluded in case of minor or immaterial deviations from the agreed or assumed characteristics or in case of just slight impairment of use. Product descriptions shall not be deemed guaranteed unless separately agreed in writing. In particular, a functional impairment does not constitute a defect if it results from hardware defects, environmental conditions, wrong operation, flawed data or other circumstances originating from CUSTOMER's sphere of risk.
- (b) SERVICE PROVIDER remedies software defects at its option by providing a new version of PLATFORM or by indicating reasonable ways to avoid the effects of the defect.
- (c) Defects must be notified in writing or via e-mail with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects.

9.2. Performance agreed

SERVICE PROVIDER is not a party to the contracts between CUSTOMER and other USERS. SERVICE PROVIDER does not warrant that any offer will be matched by a corresponding demand or that any freight contract will be concluded and properly performed between CUSTOMER and other USERS.

9.3. Accuracy and correctness

- (a) SERVICE PROVIDER is not responsible for the accuracy and correctness of the information that CUSTOMER or other USERS enter and/or provide when using PLATFORM.
- (b) SERVICE PROVIDER is solely and exclusively responsible for the accurate calculation of the results based on the provided information and for the correct data transmission.

9.4. Reliability of USERS

SERVICE PROVIDER gives no warranty as to the reliability of other USERS.

10. Liability

10.1. General

- (a) Insofar as not otherwise provided for herein, including the following provisions, SERVICE PROVIDER shall be liable according to the relevant statutory provisions in case of a breach of contractual and non-contractual duties.
- (b) SERVICE PROVIDER shall be liable for damages – irrespective for what legal grounds – in case of wilful intent and gross negligence. With slight negligence, SERVICE PROVIDER shall only be liable for damages from the breach of a material contractual duty (i.e. those duties whose fulfilment is required in order to allow the contract to be duly performed and in relation to which CUSTOMER is entitled to regularly rely on for SERVICES); in this case SERVICE PROVIDER's liability is, however, limited to the reimbursement of the reasonably foreseeable, typically occurring damages.
- (c) This limitation of liability does not apply to damages from the injury to life, body or health.
- (d) CUSTOMER is aware that SERVICE PROVIDER has not created and/or examined the data transmitted via Platform. Therefore, SERVICE PROVIDER is not liable for such data, their legality, completeness, accuracy or up-to-date nature, nor is SERVICE PROVIDER liable for such data being free of any third party's intellectual property rights. SERVICE PROVIDER is not liable for damages arising from downloading or another use of unchecked harmful data via PLATFORM.

10.2. Data and links

- (a) SERVICE PROVIDER links to or offers services of SERVICE PARTNERS (hereinafter **OTHER SERVICES**) on SERVICE PROVIDER's website or otherwise through SERVICES for making available content, products, and/or services to CUSTOMER. These SERVICE PARTNERS may have their own terms and conditions of use as well as privacy policies and CUSTOMER's use of these OTHER SERVICES will be governed by and be subject to such terms and conditions and privacy policies. For the cases where a direct link to OTHER SERVICES is provided, SERVICE PROVIDER does not warrant, endorse or support these OTHER SERVICES and is not responsible or liable for these or any losses or issues that result from CUSTOMER's use of such OTHER SERVICES, since that is outside of SERVICE PROVIDER's control. CUSTOMER acknowledges that SERVICE PROVIDER may allow SERVICE PARTNERS to access CUSTOMER's data used in connection with SERVICES as required for the inter-operation of OTHER SERVICES with SERVICES. CUSTOMER represents and warrants that CUSTOMER's use of any OTHER SERVICES represents CUSTOMER's independent consent to the access and use of CUSTOMER's data by SERVICE PARTNERS.
- (b) The liability restrictions which can be derived from the preceding paragraphs of 10 (Liability) shall not apply insofar as SERVICE PROVIDER has maliciously failed to disclose a defect or has assumed a guarantee for the condition of SERVICES.

10.3. Loss of data

Liability for loss of data is limited to the normal recovery expenses that would result in the event of regular appropriate backup copies being made by CUSTOMER.

10.4. No strict liability

- (a) Any strict liability of SERVICE PROVIDER for defects existing at the time of the contract conclusion in terms of the rental provisions of law (§536a Civil Code (Bürgerliches Gesetzbuch, hereinafter **BGB**)) are hereby excluded. §536a Section 2 sentences 1 and 2 BGB remain unaffected.
- (b) To the extent SERVICE PROVIDER's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of its representatives, employees and other vicarious agents.

11. Compliance

- (a) Both PARTIES shall comply and shall ensure that their representative employees or agents carrying out obligations hereunder or using PLATFORM and SERVICES comply with all applicable laws, regulations, ordinances, rules and standards, and shall submit to the standard Code of Conduct of SERVICE PROVIDER available under <https://www.transporeon.com/us/about-us/#c10797>.

- (b) In order to conduct business activities ethically and with integrity, both PARTIES shall adhere in particular to all applicable laws in the following areas, i.e., human rights and fair labour standards, occupational health and safety, anti-bribery and corruption, competition and antitrust, trade and export laws, financial integrity, anti-money laundering, trade export laws and counter terrorism financing and environmental laws.

11.2. Reporting incidents

- (a) The standards of conduct stipulated in this AGREEMENT are critical to its accomplishment and the ongoing success of the relationship between PARTIES.
- (b) CUSTOMER must inform SERVICE PROVIDER immediately in writing or via e-mail in the event of:
 - (i) any positive results discovered when reviewing the aforementioned sanctions lists, or if any person under the control or affiliated with CUSTOMER becomes listed on any sanction list and uses PLATFORM or SERVICES.
 - (ii) knowledge or reasonably founded suspicion that any person under the control or affiliated with CUSTOMER is committing or attempting to commit any act of, or in furtherance of bribery or fraud in connection with its use of PLATFORM or SERVICES.
 - (iii) knowledge or reasonably founded suspicion of any anti-competitive behaviour or illegal or unethical activities in relation to this AGREEMENT.

12. Indemnification

12.1. Indemnification by CUSTOMER

- (a) If THIRD PARTIES incur damages in connection with CUSTOMER's use of PLATFORM, CUSTOMER will indemnify SERVICE PROVIDER against claims for damages by such THIRD PARTIES.
- (b) In the event SERVICE PROVIDER seeks indemnification from CUSTOMER according to 12 (Indemnification), SERVICE PROVIDER will inform CUSTOMER promptly in writing or via e-mail.
- (c) In this case, SERVICE PROVIDER is entitled to appoint a legal counsel and to control any proceeding as well as to demand reimbursement of the associated costs.

12.2. Indemnification by SERVICE PROVIDER

- (a) SERVICE PROVIDER will indemnify CUSTOMER from claims of third parties arising from the infringement of their INTELLECTUAL PROPERTY rights which have arisen through the use of SERVICES by CUSTOMER to the extent set out in 10 (Liability).
- (b) CUSTOMER will give SERVICE PROVIDER prompt written notice in parallel with an e-mail notification of such claim. CUSTOMER will also provide information, reasonable assistance as well as the sole authority to SERVICE PROVIDER to defend or settle such claim.
- (c) SERVICE PROVIDER may, at its reasonable discretion,
 - (iv) obtain for CUSTOMER the right to continue using SERVICES, or
 - (v) replace or modify SERVICES so that they become non-infringing; or
 - (vi) cease to provide SERVICES and reimburse CUSTOMER for fees already paid.

12.2.2. No obligation

- (a) If CUSTOMER resolves the dispute with a third party without the prior written consent of SERVICE PROVIDER, SERVICE PROVIDER is not obliged to indemnify CUSTOMER in accordance with the provisions of 12.2 (Indemnification by Service Provider).
- (b) SERVICE PROVIDER will have no obligation to indemnify CUSTOMER if the infringement is based on an unauthorised modification of SERVICES by CUSTOMER or a third party on CUSTOMER's behalf or the usage of SERVICES in combination with any hardware, software or material not consented to by SERVICE PROVIDER, unless CUSTOMER proves that such modification or usage had no influence on the asserted claims for infringement.

13. Jurisdiction and governing law

- (a) This AGREEMENT shall be exclusively governed by and construed in accordance with the substantive laws of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (b) The place of jurisdiction for any legal disputes is Ulm, Germany.

14. Interpretation

If any individual provision of this AGREEMENT is or becomes ineffective in part or in whole, this does not affect the validity of the remaining provisions. PARTIES will replace any ineffective provision by the legally valid provision that most closely achieves the commercial objective of the ineffective provision. The same applies correspondingly in the event of any omission.

15. Assignment

CUSTOMER is not entitled to assign any of the rights and obligations of this AGREEMENT without prior written approval by SERVICE PROVIDER.

16. Declarations

- (a) CUSTOMER shall make all legally relevant declarations in connection with this AGREEMENT in writing or via e-mail. SERVICE PROVIDER shall make such declarations to the e-mail address provided by CUSTOMER.
- (b) CUSTOMER will keep its contact data up to date and notify SERVICE PROVIDER of any changes without undue delay.

17. Changes

- (a) SERVICE PROVIDER is entitled to make changes of this AGREEMENT as well as any other conditions if these become necessary due to new technical developments, changes in the law, extensions to SERVICES or other comparable compelling reasons. If a change disrupts the contractual balance between PARTIES substantially, such change will not come into force.
- (b) SERVICE PROVIDER will give CUSTOMER at least 45 days prior written notice (also via e-mail or instant message on PLATFORM) before the changes enter into effect.
- (c) The changes are deemed approved by CUSTOMER if CUSTOMER does not object in writing or via e-mail or via PLATFORM within 4 weeks after having received the notification from SERVICE PROVIDER. This consequence will be expressly pointed out in the notification. If CUSTOMER objects to the changes, both PARTIES may terminate this AGREEMENT in accordance with the proviso, however, that the termination shall become effective no later than the effective date of the relevant notification.

18. Entire Agreement

- (a) This AGREEMENT constitutes the entire agreement between PARTIES and supersedes all prior negotiations, declarations or agreements, either oral or written, related hereto.
- (b) SERVICE PROVIDER does not recognise any deviating conditions set out by CUSTOMER.