



Master Service Agreement

hereinafter **Agreement**

The terms and conditions of this Agreement entered into by and between Parties, attached and / or incorporated by reference, are part of an agreement entered into by TRANSPOREON Group Asia Pacific Pte. Ltd. (hereinafter TRANSPOREON) as stated in the Statement of Work or other offer or order form and the Party executing this Agreement as Customer (hereinafter both also individually as Party or collectively as Parties).

This document is confidential. It may not be disclosed to third parties or otherwise made publicly available unless TRANSPOREON expressly agrees to such disclosure.

I. Definitions and Scope**§1 Definitions**

Access Data	customer-ID and password
Affiliate	any entity which directly or indirectly controls, is controlled by or is under common control with a Party; for these purposes, “control” means ownership of more than 50 % of shares or being entitled to appoint the board of directors of an entity
Availability Description	availability description of Platforms set forth in Exhibit 1 to this Master Service Agreement
Carrier	company which receives a transport order from a Shipper and is responsible for carrying it out; Carrier includes, but is not limited to, a supplier of Shipper
Confidential Information	non-public information furnished to Receiving Party by Disclosing Party, including but not limited to Access Data, data stored on Platforms, data relating to other companies, orders and bids, trade secrets, processes, proprietary data, financial and/or operational information or documentation related thereto or related to any pricing or product information
Contact Data	company name, address, invoicing address as well as authorized signatory including name, surname, email and job title
Customer Data	all data of Customer stored on TRANSPOREON Platform or generated on the basis of TRANSPOREON 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 TRANSPOREON Platform by Customer's Users
Development	any document or computer program created by TRANSPOREON specifically for Customer; useable only in connection with Platforms
Disclosing Party	TRANSPOREON, Customer and Customer's Affiliates disclosing Confidential Information
Dispute	any claim, dispute or other controversy arising out of or relating to this Master Service Agreement
Effective Date	date upon which this Master Service Agreement enters into force
Location	plant, factory, warehouse or other establishment of Customer or Customer's Affiliates that uses, used or will use Platforms
Party	Customer and/or TRANSPOREON
Project	realization of Services agreed upon in a Statement of Work
Receiving Party	TRANSPOREON, Customer and Customer's Affiliates receiving Confidential Information
Services	services and/or works provided by TRANSPOREON stipulated in respective Statement of Work
Service Partner	any party acting as sub-contractor of TRANSPOREON and which has been denominated in writing or by other suitable means by TRANSPOREON to Customer as “Service Partner” or listed under https://legal.transporeon.com/transporeon_service_providers.pdf
Shipper	producer or distributor of goods; Shipper issues transport orders
SIAC	Singapore International Arbitration Centre
Statement of Work	agreement between Parties defining Services and corresponding conditions
Third Party	each party other than Customer, Customer's Affiliates and TRANSPOREON
TRANSPOREON Platform	internet-based communication and transaction platform provided by TRANSPOREON to commercial customers (business to business)
TRANSPOREON	TRANSPOREON Group Asia Pacific Pte. Ltd.; TRANSPOREON is Affiliate of TRANSPOREON GmbH having the right based on a separate agreement with TRANSPOREON GmbH to distribute and give access to Platforms
User	company or person using a Platform

§2 Scope

- (1) Customer desires to increase the efficiency of its logistics processes. For this purpose, TRANSPOREON provides Customer and Customer's Affiliates with the access to Platforms. In connection with the use of Platforms by Customer and Customer's Affiliates TRANSPOREON also renders IT services, including consultancy, project management, customizing and support.
- (2) This Master Service Agreement constitutes the legal framework for the cooperation of TRANSPOREON, Customer and Customer's Affiliates. The corresponding Statements of Work contain a detailed description of Services in each Project. Each Statement of Work is subject to the conditions stipulated in this Master Service Agreement.
- (3) Customer's Affiliates have the right to use Platforms under Customer's name or under their own names. Customer's Affiliates will respect the conditions of this Master Service Agreement and will not renegotiate them with TRANSPOREON.
- (4) Customer confirms that it is entitled to establish and revoke the rights and obligations of Customer's Affiliates according to this Master Service Agreement.

II. Projects**§1 Deadlines**

- (1) Parties agree on any binding deadlines for Services in writing.
- (2) The deadlines will be extended by any period during which TRANSPOREON is prevented from rendering Services due to circumstances beyond its control and a reasonable start-up time after the obstacle. The same applies to the period during which Customer does not fulfil its cooperation obligations.
- (3) If mutually agreed deadlines have to be changed due to a fault of Customer resulting in additional costs for TRANSPOREON, TRANSPOREON is entitled to invoice such costs to Customer. TRANSPOREON will inform Customer in a timely manner in this case.

§2 Cooperation obligations

- (1) Customer promptly provides TRANSPOREON with all information required to perform Services, examines the results of Services without any delay and immediately reports in writing any disruptions or defects with a description of all necessary details.
- (2) If necessary or useful for the performance of Services, Customer provides TRANSPOREON with its assistance promptly and free of charge. This includes, in particular, granting access to Customer's computer environment, data, relevant staff and cooperating by creation of specifications and testing.
- (3) If Customer does not fulfil its cooperation obligations, which are necessary for Services, TRANSPOREON is entitled to discontinue performance of Services and demand reasonable compensation.

§3 Acceptance

- (1) Customer accepts Services when TRANSPOREON has essentially rendered Services in a correct and complete manner as well as free of defects. Customer can reject Services only in case of defects that are substantial or that cannot be remedied. The acceptance testing has to be carried out within the period agreed by Parties or – if no such agreement has been reached - within 14 days upon TRANSPOREON's request.
- (2) Defects found during the acceptance testing are classified as follows:
 - a. Category 1: Services are not usable. The defect cannot be circumvented using organizational aids or any other tools that are commercially reasonable in economic terms.
 - b. Category 2: Use of Services is impaired, but it is basically possible. The defect can be circumvented using organizational aids or any other tools that are commercially reasonable in economic terms.
 - c. Category 3: The defect has no significant effect on functionality and usability. Use of Services is unrestricted or only immaterially restricted.
- (3) Customer accepts Services if no defect in Category 1 has occurred. The defects in Category 2 will be remedied during the acceptance testing, if possible. TRANSPOREON will remedy any defects in Categories 2 and 3 remaining after acceptance within a reasonable time.
- (4) Customer will be deemed to have accepted Services if Customer expresses its approval of Services in some other manner, e.g. by using Services in productive operations, by failing to reply to a request for acceptance (for more than one month) or by making payment in accordance with this Master Service Agreement.
- (5) TRANSPOREON may demand that Customer accept definable components of Services. By making such partial acceptance, Customer agrees to the respective result of Services. Subsequent acceptance procedures will only determine whether the accepted component of Services works in conjunction

with Services in other areas of Project. The outcome of the final acceptance procedure does not affect any partial acceptance.

- (6) Project ends with acceptance of Services.

§4 Change Requests

- (1) Customer may request changes and additions to Services in writing. TRANSPOREON may decline to carry out Customer's request if it is not practicable, or if in TRANSPOREON's sole discretion it is unreasonable.
- (2) TRANSPOREON reserves the right to charge Customer for time spent analyzing a change request and for drafting follow-up Statement of Work at the rates set forth in TRANSPOREON's price list in force at the time. TRANSPOREON may also demand separate payment of the cost of any idle time caused by Customer due to its change request. Unless otherwise agreed in the follow-up Statement of Work, the deadlines for Services will be extended by the number of calendar days on which Services had to be interrupted due to the change request, as well as by a reasonable start-up period.

III. Platform Use**§1 Identification and Security**

- (1) Customer and Customer's Affiliates will have access to Platforms by way of their Access Data. Customer and Customer's Affiliates agree to keep their Access Data confidential.
- (2) Customer and Customer's Affiliates agree not to enter information or data into Platforms that could harm, interrupt, damage or improperly access other computer programs, systems and information.

§2 Conduct on Platforms

- (1) Customer and Customer's Affiliates may use Platforms only for their own business activities.
- (2) Customer and Customer's Affiliates may not circumvent TRANSPOREON Platform in order to avoid or reduce the payment of usage fees, in particular, by gathering information on TRANSPOREON Platform for subsequent conclusion of a transport contract by other means than via TRANSPOREON Platform, e.g. by telephone or email.
- (3) Customer and Customer's Affiliates may not use Platforms for illegal agreements among competitors, circumvention of any embargos or any other illegal activity. This applies also to attempting and to supporting such usage.
- (4) Customer and Customer's Affiliates may not use Platforms for any purpose that is racist, discriminatory, obscene, indecent, hateful, malicious, pornographic, potentially damaging to minors, defamatory, libelous, fraudulent, treasonous, threatening, abusive, excessively violent, promotes the use of violence, or is otherwise harmful to others, unlawful or against official regulations or requirements. Customer and Customer's Affiliates will not use or save such data on Platforms.

§3 Blocking of Access and Data

- (1) TRANSPOREON may immediately block Customer's and/or Customer's Affiliates' access to TRANSPOREON Platform if Customer and/or Customer's Affiliates knowingly circumvent or attempt to circumvent TRANSPOREON Platform. The same applies if Customer and/or Customer's Affiliates knowingly assist other Users in such circumvention.
- (2) TRANSPOREON reserves the right to block Customer's and/or Customer's Affiliates' access to Platforms in case of any further infringement according to point III §2 and to delete or block Customer's and Customer's Affiliates' data infringing the provisions of this Master Service Agreement. In making such decision, TRANSPOREON will take into account the legitimate interests of Customer and Customer's Affiliates to a

reasonable extent and will consider any indications that there is no fault on the part of Customer and/or Customer's Affiliates.

- (3) TRANSPOREON will inform Customer and/or Customer's Affiliate about blocking of its access and blocking or deletion of its data by e-mail.
- (4) Any further rights of TRANSPOREON, such as those related to claiming damages and/or the right to terminate this Master Service Agreement remain unaffected.

§4 Anonymised use of Customer Data

- (1) Customer hereby grants TRANSPOREON 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 III §4 (3)). 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.
- (2) The right of use granted is transferable and sub-licensable by TRANSPOREON to Service Partners and Affiliates.
- (3) 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 TRANSPOREON or a Third Party, according to general judgment, to directly or indirectly identify a reference object must be considered.
- (4) 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), TRANSPOREON does not act as a processor on behalf of Customer, but as an independent controller.

IV. General Conditions

§1 Scope of access

- (1) TRANSPOREON grants to Customer and/or Customer's Affiliates for the duration of this Master Service Agreement and the respective Statement(s) of Work a simple, non-exclusive, non-transferable and non-sublicensable right to access the Platforms. TRANSPOREON may introduce new releases, versions, updates and upgrades of the Platforms from time to time. In this case, the preceding sentence shall apply accordingly.
- (2) TRANSPOREON reserves the right to block Customer's and/or Customer's Affiliates' access to the Platforms in case of any further infringement according to chapter III section § 2 and to delete or block Customer's and/or Customer's Affiliates' data infringing the provisions of this Master Service Agreement. In making such decision, TRANSPOREON will take into account the legitimate interests of Customer and Customer's Affiliates to a reasonable extent and will consider any indications that there is no fault on the part of Customer and/or Customer's Affiliates.
- (3) Customer and Customer's Affiliates shall not be entitled to provide to Third Parties access to the Platforms, either for payment of a fee or free of charge. In particular, Customer and

Customer's Affiliates shall expressly not be permitted, to sell, lend, rent or otherwise sublicense any work results provided by TRANSPOREON under this Master Service Agreement and/or a Statement of Work or make them available to the public.

§2 Fees and Payment

- (1) Customer pays to TRANSPOREON the fees stipulated in the respective Statement of Work via bank transfer.
- (2) TRANSPOREON issues invoices monthly, however, only when the total invoice amount has reached thirty-five (35) SDG. The final invoicing will take place in December of each calendar year regardless of the total invoice amount.
- (3) If Customer does not timely pay the fees in full, TRANSPOREON may charge interest in the overdue amount at a rate equal to the greater of eight (8) percent per annum or the highest rate permitted by applicable law.
- (4) If Customer is in default with any payment, TRANSPOREON reserves the right to block Customer's and/or Customer's Affiliates' access to the TRANSPOREON Platform. TRANSPOREON will notify Customer via written notice or email fourteen (14) calendar days in advance before any such blocking of Customer's access occurs. Any further rights according to the applicable law arising from, in particular, default delay remain unaffected.
- (5) Incorrect performance or non-performance of any contract concluded via the TRANSPOREON Platform does not release Customer from its obligation to pay the fees.
- (6) Customer may only offset claims recognized by TRANSPOREON or declared *res judicata*.

§3 Adjustments of Fees

- (1) TRANSPOREON can adjust the fees each year in line with economic developments.
- (2) If TRANSPOREON exercises its right in point IV §3 (1), such adjustment shall take into account any applicable adjustments due to economic developments for each month since the last price adjustment. For the avoidance of doubt, TRANSPOREON shall not be deemed to have waived its rights under point IV §3 (1) if it has not exercised such rights in any year, and any applicable adjustments due to economic developments shall apply to the entire time period since the last price adjustment.
- (3) Each adjustment will only apply to transactions made after its effective date.
- (4) TRANSPOREON will inform Customer about any adjustment in advance by post or e-mail.

§4 Term and Termination

- (1) Either Party may terminate this Master Service Agreement or any Statement of Work relating hereto at the end of a calendar month provided at least thirty (30) days notice is given to the other Party. This does not apply if the Statement of Work has a specific validity period or a termination period deviating from this clause.
- (2) If Customer terminates a Statement of Work before completion of a Project, TRANSPOREON is entitled to the agreed fees for such Project.
- (3) The termination of this Master Service Agreement results in automatic termination of all Statements of Work relating hereto. TRANSPOREON's rights stipulated in IV §4 (2) remain unaffected. Notwithstanding the foregoing, if a Statement of Work has a specific validity period, the conditions of this Master Service Agreement remain in force relating to respective Statement of Work until the end of its specific validity period.

- (4) Any termination of a Statement of Work does not affect this Master Service Agreement and other Statements of Work relating hereto.
- (5) Each Party reserves the right to terminate this Master Service Agreement or any Statement of Work relating hereto with immediate effect upon written notice to the other Party in the event of a material breach of this Master Service Agreement and/or respective Statement of Work by the other Party or in the event any representation, warranty or covenant of the other Party proves to be false or untrue.
- (6) Upon termination of this Master Service Agreement all rights according to point IV §1 expire.
- (7) Upon termination or expiration of a Statement of Work the rights according to point IV §1 relating to Services agreed in such Statement of Work expire.
- (8) As of the effective date of termination (for whatever reason), except for the Parties' obligations of confidentiality and the obligations incurred by either Party before the effective date of termination, Parties will have no further rights or obligations with respect to this Master Service Agreement and/or respective Statement of Work.

§5 Data Protection

- (1) TRANSPOREON 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.
- (2) The details on the processing of personal data (Privacy Notice) can be found on the login page of the TRANSPOREON Platform in the footer or online at https://legal.transporeon.com/DP/PLT/en_Platform_Privacy_Policy.pdf.
- (3) Customer shall provide TRANSPOREON with the personal data required for the performance of Services under this Master Service Agreement. This includes in particular the personal data mentioned in the Privacy Notice. The data may be either provided directly by Customer or by data subjects at the instigation of Customer. Customer will ensure that the personal data provided is limited to the required minimum (principle of data minimisation).
- (4) Customer shall provide any data subjects, whose personal data are transferred to TRANSPOREON, with comprehensive and correct information about the processing of their personal data for the purposes of this Master Service Agreement in a concise, transparent, intelligible and easily accessible form, using clear and plain language. Customer shall also inform such data subjects about their rights according to the applicable data protection laws. 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. These information obligations can be fulfilled by Customer – if not already known to data subjects – by providing the Privacy Notice.
- (5) Customer warrants that any personal data provided directly by Customer or by data subjects at the instigation of Customer may be lawfully processed by TRANSPOREON, TRANSPOREON's Affiliates and Service Partners for the purposes of this Master Service Agreement. In particular, when providing personal data to TRANSPOREON, Customer shall submit any required documentation, including but not limited to transfer impact assessment dossiers, to the relevant local data protection authorities.
- (6) Customer shall not use this personal data for monitoring the behaviour or the performance of data subjects, unless and only to the extent permitted by mandatory laws, collective agreements or employment contracts.

§6 Confidentiality

- (1) Receiving Party may have access to Confidential Information of Disclosing Party.
- (2) Receiving Party will not disclose or otherwise make available to any Third Party any of Disclosing Party's Confidential Information in any form, to any person or entity other than Receiving Party's Affiliates, employees or agents with a need to know such Confidential Information. Receiving Party will not use the Disclosing Party's Confidential Information for any purpose other than fulfilling the Receiving Party's obligations under this Master Service Agreement.
- (3) Receiving Party will keep Confidential Information secret by using at least the same care and discretion that Receiving Party uses with respect to its own trade secrets and in no case less than reasonable care.
- (4) Confidential Information does not include information which:
 - a. was known to Receiving Party prior to its disclosure by Disclosing Party as evidenced by written records,
 - b. has become generally available to the public (other than through Receiving Party),
 - c. is obtained by Receiving Party from a Third Party under no obligation of confidentiality to Disclosing Party.
- (5) It is agreed that no Receiving Party acquires the ownership of or any other right to use Confidential Information of the Disclosing Party by virtue of this Master Service Agreement or by implied conduct.
- (6) Receiving Party may disclose Confidential Information if such disclosure is required according to applicable laws or governmental regulations, provided that Receiving Party has submitted prior written notice of such disclosure to Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of the disclosure.

§7 Defects

- (1) In case of defects, TRANSPOREON may at its sole option remedy the defect, replace or repeat Services. In case of software, TRANSPOREON may provide a new version of the program or indicate a work-around.
- (2) If, after repeated attempts, TRANSPOREON is unable to resolve a defect identified by Customer and Customer therefore rejects the Services, the Customer may terminate this agreement without penalty.
- (3) If the cause of the defect is not obvious to Customer, TRANSPOREON will investigate the cause. TRANSPOREON may demand compensation for such investigation if TRANSPOREON is not responsible for the defect, in particular, if the defect is due to Customer's use of unsuitable hardware or externally obtained components, or to Customer's interference.

§8 Warranties

- (1) TRANSPOREON warrants that it will perform Services in a professional manner, in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services, and in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances and binding obligations.
- (2) TRANSPOREON warrants that Customer's and Customer's Affiliates' use of Services, Developments and Platforms in accordance with this Master Service Agreement, including any Statement of Work, will not infringe the intellectual property rights of Third Parties.
- (3) TRANSPOREON warrants that it will use commercially reasonable efforts to ensure that Platforms are available on a continual basis.

§9 Disclaimers and Limitations of Liability

- (1) POINT IV. §8 ABOVE SETS FORTH TRANSPOREON'S EXCLUSIVE WARRANTY WITH RESPECT TO SERVICES, DEVELOPMENTS AND/OR PLATFORMS. THE FOREGOING WARRANTY IS CONTINGENT UPON PROPER USE OF PLATFORMS AND COMPLIANCE WITH THE TERMS OF THIS MASTER SERVICE AGREEMENT AND ANY STATEMENT OF WORK BY CUSTOMER AND CUSTOMER'S AFFILIATES. THE WARRANTY ACCORDING TO POINT IV. §8 (3) APPLIES WITHIN THE LIMITATIONS DESCRIBED IN EXHIBIT 1. TRANSPOREON HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND FURTHER WARRANTIES OF EVERY KIND, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AS TO SERVICES, DEVELOPMENTS AND PLATFORMS.
- (2) IN NO EVENT WILL EITHER PARTY BE LIABLE TO OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OF ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THIS MASTER SERVICE AGREEMENT, ANY STATEMENT OF WORK OR CUSTOMER'S USE OF SERVICES, DEVELOPMENTS AND/OR PLATFORMS, ON ANY THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (3) IN NO EVENT WILL THE MAXIMUM LIABILITY OF TRANSPOREON (AND ITS PARENT COMPANY, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, AGENTS AND VENDORS) IN CONNECTION WITH SERVICES, DEVELOPMENTS, PLATFORMS, THIS MASTER SERVICE AGREEMENT AND/OR ANY STATEMENT OF WORK, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY CUSTOMER FOR SERVICES IN QUESTION FOR THE MOST RECENT TWELVE (12)-MONTH PERIOD PRIOR TO THE TIME SUCH LIABILITY AROSE.
- (4) NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO SERVICES, DEVELOPMENTS, PLATFORMS, THIS MASTER SERVICE AGREEMENT AND/OR ANY STATEMENT OF WORK MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER SUCH ACTION HAS ACCRUED, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY WITH RESPECT TO CLAIMS SUBJECT TO TRANSPOREON'S OBLIGATIONS UNDER POINT IV. §8 (2).
- (5) TRANSPOREON MAKES NO WARRANTY AND PROVIDES NO GUARANTEE WITH RESPECT TO ANY USER'S COMPUTER SYSTEMS AND NETWORKS OR THE SUITABILITY THEREOF WITH RESPECT TO SERVICES, DEVELOPMENTS AND/OR PLATFORMS.
- (6) TRANSPOREON MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND PROVIDES NO GUARANTEE FOR THE RESULTS OBTAINED BY USING SERVICES, DEVELOPMENTS AND/OR PLATFORMS, THE CORRECTNESS, QUALITY, IDENTITY OR RELIABILITY OF USERS, THE CONTENT OF ANY INFORMATION, FILES AND/OR DATA OBTAINED THROUGH THE USE OF SERVICES, DEVELOPMENTS AND/OR PLATFORMS. TRANSPOREON HAS NO OBLIGATION TO CORRECT MISTAKES AND/OR INACCURACIES IN THE DATA SUBMITTED TO PLATFORMS.
- (7) TRANSPOREON WILL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, INJURIES, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES, ARISING OUT OF THE EXCHANGE OR DOWNLOADING OF DATA, FILES, INFORMATION, OR CONTRACTUAL AND NON-CONTRACTUAL RELATIONSHIPS AND/OR AGREEMENTS AMONG USERS OF PLATFORMS. TRANSPOREON MAKES NO GUARANTEE THAT ANY OFFER BY A USER WILL BE ACCEPTED, THAT ANY CONTRACT WILL BE ENTERED INTO, OR THAT ANY

TIME SLOTS WILL BE BOOKED OR OBSERVED BY USERS OF PLATFORMS.

- (8) TRANSPOREON DOES NOT WARRANT THAT THE SERVICES, DEVELOPMENTS AND/OR PLATFORMS WILL BE FREE FROM FUNCTIONAL IMPAIRMENTS THAT RESULT FROM HARDWARE DEFECTS, ENVIRONMENTAL CONDITIONS, WRONG OPERATION, FLAWED DATA OR OTHER CIRCUMSTANCES. TRANSPOREON IS NOT RESPONSIBLE FOR ANY DEFECT OR DISRUPTION CAUSED BY ALTERATION OF SERVICES, DEVELOPMENTS AND/OR PLATFORMS MADE BY CUSTOMER, CUSTOMER'S AFFILIATES AND/OR A THIRD PARTY.
- (9) CUSTOMER ACKNOWLEDGES THAT TRANSPOREON HAS NO CONTROL OVER THE SERVICES OF THIRD PARTIES, IN PARTICULAR, VALUE-ADDED NETWORK SERVICES. TRANSPOREON RELIES ON INTEROPERABILITY WITH SUCH SERVICES BUT CANNOT AND DOES NOT GUARANTEE THEIR UNINTERRUPTED, SECURE, OR ERROR-FREE NATURE. TRANSPOREON DOES NOT WARRANT AND HEREBY DISCLAIMS THAT THE SERVICES OF THIRD PARTIES WILL PROVIDE PROTECTION FROM, VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, CANCEL-BOTS OR OTHER HARMFUL OR DELETERIOUS PROGRAMMING ROUTINES, DATA LOSS, UNAUTHORIZED, UNKNOWN, OR UNFORESEEABLE SECURITY BREACHES, ACCESSES, OR ATTACKS INTO OR AFFECTING CUSTOMER'S EQUIPMENT OR SYSTEMS, AND ANY FORM, OR REAL-TIME DETECTION, OF ANY OR ALL OF THE FOREGOING.
- (10) NEITHER PARTY WILL BE LIABLE FOR DAMAGES OR PENALTIES IN THE EVENT ITS PERFORMANCE HEREUNDER IS IMPAIRED OR PREVENTED AS A RESULT OF EVENTS OR CIRCUMSTANCES BEYOND THE PARTY'S CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF CIVIL OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, THIRD PARTY LABOR DIFFICULTIES, FIRE, FLOOD OR OTHER CATASTROPHE, ACTS OF GOD, TERRORISM, INSURRECTION, WAR, RIOTS, FAILURE OF TRANSPORTATION OR POWER SUPPLY, COMMUNICATIONS OUTAGE, INTERNET OUTAGE, CYBER ATTACK, OR PERFORMANCE (OR LACK THEREOF) OF THIRD PARTIES, PROVIDED THAT IF SUCH EVENTS OR CIRCUMSTANCES CONTINUE FOR MORE THAN THREE (3) MONTHS, EITHER PARTY MAY CANCEL THIS MASTER SERVICE AGREEMENT OR ANY STATEMENT OF WORK IMMEDIATELY UPON WRITTEN NOTICE TO OTHER PARTY.
- (11) TRANSPOREON MAY ONLY BE RESPONSIBLE FOR THE RESTORATION OF DATA IF CUSTOMER AND CUSTOMER'S AFFILIATES HAVE ENSURED THAT SUCH DATA CAN BE REPRODUCED WITH NO MORE THAN COMMERCIALY REASONABLE EFFORTS FROM THE COLLECTIONS OF DATA THAT ARE KEPT IN MACHINE-READABLE FORM. CUSTOMER AND CUSTOMER'S AFFILIATES WILL THEREFORE SAVE THEIR LATEST DATA AT SHORT REGULAR INTERVALS (AT LEAST ONCE EVERY WORK DAY).

§10 Compliance

Customer and Customer's Affiliates will comply with all applicable laws in connection with the use of Platforms, including but not limited to the US Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010 and any amendments thereto. Customer and Customer's Affiliates agree not to be subject to any restrictions on export that can be applicable for Platforms.

§11 Indemnification

- (1) Parties agree that only Customer is entitled to make any claims against TRANSPOREON itself and/or on behalf of Customer's Affiliates according to this Master Service Agreement. Customer will ensure that none of Customer's Affiliates will make such claims against TRANSPOREON directly.

- (2) Customer and Customer's Affiliates agree to indemnify, defend and hold harmless TRANSPOREON (and its parent company, Affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives) from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind, including reasonable attorney's fees, arising out or resulting from Customer's and/or and Customer's Affiliates' use of Services, Developments and/or Platforms.
- (3) In the event TRANSPOREON seeks indemnification from Customer and/or Customer's Affiliates according to this section, TRANSPOREON will give Customer or Customer's Affiliates prompt written notice. TRANSPOREON is entitled to engage counsel and to control any proceeding.
- (4) TRANSPOREON will indemnify, defend and hold harmless Customer and/or Customer's Affiliates against any liability or expense (including reasonable attorney's fees) arising out of or relating to claims by Third Parties for damages incurred by such Third Parties alleging that Customer's and/or and Customer's Affiliates' use of Services, Developments and/or Platforms infringes the Third Party's intellectual property rights. Customer and Customer's Affiliates will give TRANSPOREON prompt written notice of such claim and will provide information, reasonable assistance as well as the sole authority to defend or settle such claim.
- (5) TRANSPOREON may, at its reasonable discretion and at its option and expense, obtain for Customer and/or Customer's Affiliates the right to continue using Services, Development and/or Platforms, replace or modify them so that they become non-infringing, or cease to provide them and reimburse Customer for reasonable expenses resulting therefrom.
- (6) TRANSPOREON will have no obligation to indemnify, defend and hold harmless Customer and/or Customer's Affiliates if Customer and/or Customer's Affiliates agree to settle any claim without the prior written consent of TRANSPOREON.
- (7) TRANSPOREON will have no obligation to indemnify, defend or hold harmless if the infringement is based on a modification of Services and/or Developments by any Third Party or the use of Services, Developments and/or Platforms in combination with any hardware, software or material not consented to by TRANSPOREON.

§12 Dispute Resolution

- (1) All Disputes which cannot be resolved by informal negotiations using the best efforts of the Parties will be referred to and determined by final and binding arbitration in Singapore in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (2) The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC or such other appointing agent as designated by the SIAC from time to time. The language of the arbitration shall be English.
- (3) In no event shall a demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
- (4) Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in court for temporary injunctive relief in order to maintain the status quo until arbitration is concluded.

§13 Jurisdiction and Governing Law

- (1) This Master Service Agreement is governed by and construed in accordance with the laws of Singapore. For the avoidance of doubt, the United Nations Convention on Contracts for the

International Sale of Goods (CISG) shall not apply to this Master Service Agreement.

- (2) For purposes of injunctive relief or should Customer's home jurisdiction (where Customer is incorporated) be a country which is not a member state of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("1958 New York Convention"), in any legal action relating to the provision or utilization of the TRANSPOREON Platform or otherwise under this Master Service Agreement, each Party irrevocably agrees and consents to the non-exclusive jurisdiction of the Singapore courts.
- (3) The Parties waive any objection to service of process, personal jurisdiction, improper venue or forum non conveniens.

§14 Interpretation

- (1) If any individual provision of this Master Service Agreement is or becomes invalid or unenforceable in part or in whole, this does not affect the validity of the remaining provisions.
- (2) In case of contradictions between this Master Service Agreement and any Statement of Work, the terms of Statement of Work prevail in relation to Services agreed therein.
- (3) The headings contained in this Master Service Agreement are included for mere convenience of reference and will not affect the language included herein.

§15 Assignment

Neither Customer nor Customer's Affiliates may assign any of the rights and obligations of this Master Service Agreement or any Statement of Work without prior written approval of TRANSPOREON.

§16 No Waiver

No course of dealing or failure of TRANSPOREON to strictly enforce any term, right or condition of this Master Service Agreement will be construed as a waiver of such term, right or condition. No express waiver of any term of this Master Service Agreement will operate as a waiver of any other term.

§17 Notice

Customer makes all legally relevant declarations in connection with this Master Service Agreement and any Statement of Work in writing. TRANSPOREON makes such declarations to the email address of Customer's authorized signatory or by post. Customer will keep its Contact Data up to date and notify TRANSPOREON of any changes without undue delay.

§18 Changes

- (1) TRANSPOREON is entitled to make changes of this Master Service Agreement as well as any other conditions. TRANSPOREON will make such changes only if there is a good reason for doing so, in particular, due to new technical developments, changes in the law, extensions to services or other comparable reasons.
- (2) TRANSPOREON will inform Customer of any changes according to this clause fourteen (14) days before such changes become effective. If Customer does not declare its disagreement within the aforementioned period, Customer will be deemed to have accepted the changes.
- (3) If Customer declares its disagreement with the changes, Customer will have the right to terminate this Master Service Agreement from the date on which the changes were due to come into force. Notice of this termination must reach TRANSPOREON by this date at the latest.

§19 Entire Agreement

This Master Service Agreement and the related Statements of Work constitute the entire agreement between TRANSPOREON, Cus-

tomers and Customer's Affiliates and supersede all prior negotiations, representations or agreements, either oral or written, related hereto. TRANSPOREON does not recognize any deviating conditions set out by Customer and/or Customer's Affiliates.

EXHIBIT 1: AVAILABILITY DESCRIPTION

I. Availability

1. Availability of TRANSPOREON Platform

The monthly availability of TRANSPOREON Platform is 99 %.

2. Availability of external providers' services

TRANSPOREON offers the following monthly availability with regard to use of services supplied by external providers:

- a. Mobile Order Management: 98.5 %
- b. Map services within Mobile Order Management: 97.5 %
- c. Distance calculation: 97.5 %

3. Calculation of availability, troubleshooting

- (1) TRANSPOREON measures availability in the following way: establishing a network connection to the different components of Platforms via https from several points removed from Platforms location, documenting the result and the access times.
- (2) The availability is calculated less the following standard maintenance window:
- Sundays between 18:00 – 22:00 PM (CET)
- (3) An emergency maintenance window is a maintenance window initiated to resolve the non-availability.
- (4) The term "event" is defined in line with the Information Technology Infrastructure Library (ITIL) Standards. Events are classified into four categories depending on level of their urgency, see table "Event Levels".
- (5) Level 1 event according to table "Event Levels" constitutes the non-availability. The events from level 2 to 4 constitute the limited availability.
- (6) The non-availability of the TRANSPOREON Platform is handled after its detection. The limited availability of the TRANSPOREON Platform is handled within the support times for the TRANSPOREON Platform.

Table: Event Levels

Event	Event description	Troubleshooting
Level 1	1. A critical module (Transport Assignment "best carrier", Transport Assignment "no-touch order", Time Slot Management or Rate Management) is not available and/or 2. data is lost.	A Level 1 event has the highest priority and requires immediate attention and resolution. TRANSPOREON will work on such an event until a solution or workaround is found.
Level 2	1. A non-critical module (e.g. Transport Visibility, Reporting, Tendering or Billing) is not available, 2. a critical module is severely impaired, 3. a large number of Users are affected and/or 4. Platforms' response times are poor.	A Level 2 event requires immediate attention and resolution. TRANSPOREON will work on such an event until a solution or workaround is found.
Level 3	1. A non-critical function (e.g. search function in TRANSPOREON-Web) is not available or impaired and/or 2. a small number of Users are affected.	TRANSPOREON will deal with a Level 3 event promptly and resolve the problem, in order to rectify the impairment of the Platforms usage as quickly as possible.
Level 4	1. The event has no significant impact on Platforms' usage and/or 2. there is a workaround.	TRANSPOREON will deal with a Level 4 event as soon as possible and resolve the problem within a reasonable period to be agreed with Customer.

- (7) Availability is calculated as follows:

$$V = 1 - (NVH/GH)$$

Legend: V = Availability in percent

NVH = Total amount of non-availability (without limited availability) less the scheduled standard maintenance window and emergency maintenance window, which is beyond the responsibility of TRANSPOREON, measured in hours

GH = Total amount of availability during the reporting period, measured in hours

Example calculation: A critical module fails for one hour. This failure occurs outside the standard maintenance window and not during an emergency maintenance window, which is beyond the responsibility of TRANSPOREON. The reporting period covers 720 hours. This results in the following availability:

$$V = 1 - (1/720) = 99.86 \%$$

4. Support times for the TRANSPOREON Platform

TRANSPOREON provides support for the TRANSPOREON Platform Monday to Friday from 8.30 to 17.30 (SGT). On 24th and 31st of December, support is provided from 8.30 to 12.00 (SGT). There is no support if the 24th or 31st of December falls on a Saturday or Sunday. Nor is there any support on the following Singapore public holidays: 1st of January, Chinese New Year, Good Friday, 1st of May, Vesak Day, Hari Raya Puasa, 9th of August, Hari Raya Haji, Deepavali and 25th of December.

5. Information on availability of Platforms

TRANSPOREON will send Customer a report on the availability of Platforms for the previous calendar month upon justified request. A request is deemed justified if several failures of Platforms have occurred within a short period, which have impaired Customer's and/or Customer's Affiliates' use of Platforms.

II. Customer Cooperation Obligations

With regard to providing Services, TRANSPOREON is dependent on Customer and/or and Customer's Affiliates fulfilling their cooperation obligations. Customer and/or and Customer's Affiliates will notify TRANSPOREON immediately in the event of non-availability, providing all the details that TRANSPOREON needs to reproduce the error and to identify and rectify the causes of the non-availability. Any notification of the non-availability will be subject to prior verification by Customer and/or Customer's Affiliates of whether there is fault on the part of Customer and/or Customer's Affiliates for the non-availability (e.g. missing Internet connection etc.). If this does not happen at all or not within the specified period, TRANSPOREON is released wholly or partially from its performance obligation, until Customer and/or Customer's Affiliates have fulfilled their obligations. TRANSPOREON reserves the right to seek further legal recourse.

III. Failure to achieve the availability of Platforms

If TRANSPOREON fails to achieve the availability of Platforms, Customer is exclusively entitled to a corresponding pro rata reduction in the paid fee for the affected service. TRANSPOREON will calculate the reduced amount at Customer's request and communicate this to Customer.