

## Terms of Service

### 1. The Agreement

- 1.1 These Terms of Service (the "Agreement") governs the rights and obligations between Xeneta AS, including its direct or indirect wholly owned subsidiaries ("Xeneta") and the person or entity (the "Customer") using the products and services (the "Products") provided by Xeneta.
- 1.2 By signing this Agreement, the Customer confirms to have understood and accepted the terms stated herein.

### 2. About Xeneta - Xeneta's Products

- 2.1 Xeneta is a company registered in Norway with business registration number NO 915 736 076 and with offices at Biskop Gunnerus gate 14A, NO-0185 Oslo, Norway.
- 2.2 Xeneta offers Products to help facilitate a transparent marketplace for global trade.
- 2.3 The details of the Products and prices offered will be provided by Xeneta upon request.

### 3. Binding Agreement - Right to Refuse Orders

- 3.1 The Products and prices agreed by Xeneta and the Customer will be set out in the order form (the "Order Form") which Xeneta will submit to the Customer. The Customer will be bound by this Agreement by signing the Order Form. By signing this document, the undersigned signatory is deemed to represent and act on behalf of a company, corporation, or other legal entity ("Corporation"), having the appropriate powers and authority to legally commit the Corporation.
- 3.2 The Customer is responsible for providing Xeneta with correct contact details.
- 3.3 If the Customer orders additional Products from Xeneta, a binding Agreement for the additional Products is entered into when the Customer signs an Order Form specifying the additional Product and the price.

### 4. Payment

- 4.1 The Customer shall pay the applicable fee for the relevant Product(s) in accordance with the Order Form. The fee is exclusive of any relevant taxes. Any such taxes are the responsibility of the Customer.
- 4.2 Xeneta shall invoice the Customer for the applicable fee. Invoiced fees are due thirty (30) days from the invoice date, unless otherwise stated in the payment terms in the Order Form.
- 4.3 The Customer is responsible for providing complete and accurate billing and contact information to Xeneta and notifying Xeneta of any changes to such information.
- 4.4 If the Customer provides credit card information to Xeneta, the Customer authorizes Xeneta to charge such credit card for any payment under the Agreement, as well as for any additional Products purchased by the Customer from Xeneta.
- 4.5 If Customer fails to pay any undisputed portion of any invoice by its due date, then Xeneta shall be entitled to overdue payment interest according to the relevant jurisdiction.

### 5. Customer's Obligation to Input Data

- 5.1 "Data" shall mean Customer's freight rate data consisting of its costs for ocean and air freight from one point to another, along with required complementary data (e.g., surcharges and their quanta).
- 5.2 Unless otherwise explicitly specified for the relevant Product or in the applicable Order Form, the Customer shall update the Data on a regular basis.

- 5.3 The Customer is responsible for all Data being complete and correct and is also responsible for having obtained any consents etc. necessary to legally share the Data with Xeneta.
- 5.4 If the Customer does not fulfill its obligation to share Data in accordance with this Article 5, Xeneta may shut down the Customer's access to the Product(s) ordered upon fourteen (14) days prior written notice.

## 6. Xeneta's Use of Data

- 6.1 Xeneta is expressly authorized by Customer to process the Data pursuant to Xeneta's methodology (including data cleaning, analysis, standardization, and anonymization), and thereafter aggregate the resulting corresponding data points onto Xeneta's platform (the "Platform"). The Platform shall contain Customer Data only in an aggregated and anonymous format (the "Aggregated Data").
- 6.2 Xeneta is hereunder entitled to create, generate, analyze, and use the Aggregated Data to prepare reports, studies, analyses, etc., as part of the Products offered from time to time. Xeneta shall have exclusive ownership rights to the Aggregated Data for any purpose, including but not limited to as part of its Products, for distribution in general benchmarking data and industry reports, advertising, marketing, and promotion of networking opportunities to other and prospective customers.
- 6.3 Xeneta shall not disclose to third parties or use Data except as set forth in this Agreement or to comply with any legal, regulatory or similar requirement.

## 7. Limitation on the use and dissemination of Information by the Customer

- 7.1 The purpose of Xeneta's portfolio of Products is to increase transparency in the freight industry to enable market operators to adapt more efficiently to market conditions. Pursuant to applicable competition law the sharing of information between competitors may not take place if it may restrict competition, in particular any information sharing that enables the market operators to foresee other operators' future conduct, which may lead to a violation of applicable law.
- 7.2 The Customer undertakes to:
- a) Limit the use of Products and Information (as defined in Article 8.3 below) to its own market intelligence.
  - b) Disclose Information to a third-party only if it is:
    - in a limited manner, e.g., screenshots for a specified period.
    - clearly referencing Xeneta as the source of the information.
    - linked to a specific context, e.g., in negotiations with suppliers and internal reporting.
  - c) Not disseminate Information outside its own organization. This includes, but not limits to, other legal entities and/or their affiliates operating on the same, previous, or subsequent level of the value chain (i.e., shippers, freight forwarders, carriers).
  - d) Not to or enable others to copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works from the Products and/or Information.
  - e) Not share licenses. All access to Xeneta Products shall be through a license assigned to an individual. Customer may transfer licenses among individuals, but licenses shall not be shared between them.
- 7.3 If necessary for security reasons or in the event of Customer's material breach, Xeneta may suspend and/or close the Customer's access to the Platform and the Product(s) without prior notice, at Xeneta's sole discretion.

## 8. Warranties

- 8.1 Customer undertakes to exercise its reasonable efforts to ensure that the Data they deliver as per Article 5 is accurate and not misleading. If Customer identifies a mistake in the contents thereof, Customer undertakes to promptly inform Xeneta.
- 8.2 Xeneta relies on the quantity and quality of the original data that is provided by its customers, which is outside of our control. Xeneta implements outlier detection systems to identify any faulty data. Xeneta's ability to make "market data" available remains conditional upon the number of customers who provide data, which can vary over time. Xeneta shall exercise reasonable efforts to process Customer Data diligently and in a professional manner, in accordance with Xeneta's methodology.
- 8.3 If the Product or Platform contains a defect, Xeneta shall rectify it as soon as possible at its own cost. The Product and any and all data, material and information made available to the Customer through the relevant Products (the "Information") is provided "as is", without any warranties from Xeneta, neither explicit nor implied, regarding the accuracy or completeness of the Information. The Information is in general intended only to give a general overview of the subject matter.
- 8.4 Xeneta aims to update the Information on a regular basis and may change the Information at any time. Any Information may, however, be out of date at any given time, and Xeneta has no obligation to update the Information.
- 8.5 Xeneta will use reasonable efforts, consistent with prevailing industry standards and practices, to maintain the availability of the Platform accessed via [app.xeneta.com](http://app.xeneta.com). Nonetheless, the Platform may be temporarily unavailable for scheduled maintenance and/or unscheduled emergency maintenance or due to causes beyond Xeneta's reasonable control.

## 9. Intellectual Property Rights

- 9.1 Xeneta is the owner or the licensor of the Platform and the underlying technology, all Information and the Product(s), and services provided via the Platform, including all Intellectual Property Rights vested in, related to or derived from the same.
- 9.2 "Intellectual Property Rights" include all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in intellectual property rights (whether registered or not) and all applications for the same which may exist now, or in the future as well as the goodwill vested therein.
- 9.3 Xeneta grants the Customer a non-exclusive, non-transferable license for the duration of and on the term and conditions of the Agreement to use the Product(s) to download, store, transmit, display and copy Information for internal use and the Intellectual Property Rights inherent in the same.
- 9.4 The Customer shall not modify, reproduce, duplicate, copy or re-sell any Product(s) or any Information, except to the extent permissible under Art. 7.

## 10. Confidentiality

- 10.1 The Product(s), the Information as well as the Intellectual Property Rights and the content of this Agreement and other data, information or material provided by Xeneta as well as the Customer's Data shall be deemed as Confidential Information.
- 10.2 Confidential Information shall not be disclosed to any other person without obtaining the other Party's explicit prior written consent.
- 10.3 Neither Party shall exploit the other Party's Confidential Information in any way except for the purposes anticipated under this Agreement.
- 10.4 If either Party suspects unauthorized use of Confidential Information such as, but not restricted to, copying, use or disclosure without the other Party's prior written consent, such Party shall immediately notify the other Party.

## 11. Linking to the Platform

- 11.1 The Customer may link to the home page of the Platform, provided this is done in a way that is fair and legal and does not damage or take advantage of Xeneta's reputation. The Customer may not establish a link in a way that suggests any form of association, approval, or endorsement between the parties where none such exists.
- 11.2 The Customer shall not create a link to any part of the Platform other than the home page. The Customer may not establish a link to the Platform from a website that is not owned by the Customer.
- 11.3 The Customer shall not use automatic services (robots, spiders, indexation etc.) or other ways of systematic or regular use of the Information.
- 11.4 Xeneta reserves the right to withdraw linking permission without cause and notice. If the Customer wishes to make any use of Xeneta's material other than those set out above, the Customer must obtain prior written permission from Xeneta.

## 12. Limitation and Exclusion of Liability

- 12.1 Neither party shall be liable to the other for any indirect loss or any consequential damages incurred. Consequential damages include but are not limited to loss of earnings, loss of profit and loss of cost savings.
- 12.2 Each party's total liability for breach of contract, regardless of whether the Agreement is terminated, shall be limited to one hundred percent (100%) of the relevant 12-month subscription fee.
- 12.3 In the case of data protection claims, each party's and its affiliate's total liability to the other party and its affiliates for all claims in the aggregate (for damages or liability of any type) shall not exceed two times (2x) the amount actually paid or payable to Xeneta in the prior twelve (12) months under the applicable Order Form(s) or sow to which such liability relates (the "Data Protection Claims Cap").
- 12.4 In no event shall either party (or its respective affiliates) be liable for the same event under both the general liability cap set out in Article 12.2 and the data protection claims cap. Similarly, those caps shall not be cumulative; if a party (and/or its affiliates) has one or more claims subject to the general liability cap and the Data Protection Claims Cap, the maximum total liability for all claims in the aggregate shall not exceed the Data Protection Claims Cap.
- 12.5 The parties agree that section 12 will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and will apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

## 13. Mutual Indemnity

Each Party shall defend, indemnify and hold the other Party harmless from and against any and all losses, suits, and any other liabilities of any nature, that arise out of or in any other way relates to or is derived from any third party claim raised against the other Party's infringement of a third party's Intellectual Property rights or breach of its confidentiality obligations inconsistent with law or Article 10 of this Agreement. This indemnity shall not apply where the loss, suit, expenses, and any other liabilities of any nature are caused or contributed to (to the extent they are caused or contributed to) by the other Party's negligence or breach of the terms and conditions of this Agreement.

## 14. Term

- 14.1 The Agreement is effective from the time the Agreement is signed by the Customer and terminates upon the expiry of the subscription period included in the Order Form or any Renewal Term.
- 14.2 The Agreement shall be automatically renewed for one additional year at a time (each a "Renewal Term"), unless either party gives the other a notice of non-renewal at least thirty (30) days before the end of the relevant term, or if the Order Form states any other renewal terms.

14.3 Regardless of the above, either Party has the right to terminate the Agreement or the provision of the Products at any time if instructed by any court of law or enforcement body.

## 15. Breach Of Contract - Termination

15.1 Either Party may terminate the Agreement with immediate effect in the case of the other Party's material breach of the Agreement.

15.2 In addition to the above, Xeneta may terminate the Agreement with immediate effect, including, but not limited, to the following instances:

- a) If the Customer misuses the Product(s), the Information and/or the Platform by introducing viruses or other material which is malicious or technologically harmful.
- b) If the Customer attempts to gain unauthorized access to Product(s), the Platform or the Information, the server on which the Platform is stored or any server, computer or database connected to the Platform.
- c) If any amount owing by the Customer under the Agreement or any other agreement with Xeneta is thirty (30) days or more overdue (or 10 days or more overdue in the case of amounts the Customer have authorized Xeneta to charge to the Customer's credit card).

15.3 In the instance described in sub-article c) above, Xeneta may, without limiting Xeneta's other rights and remedies, accelerate the Customer's unpaid fee obligations under this Agreement or any other agreements with Xeneta so that all such obligations become immediately due and payable, and may suspend the Agreement until such amounts are paid in full.

## 16. Notices

16.1 All notices, claims etc. from the Customer to Xeneta under the Agreement must be given in writing to Postboks 9344 Grønland, 0135 Oslo, Norway or electronically to [legal@xeneta.com](mailto:legal@xeneta.com).

16.2 The Customer hereby accepts that any communication from Xeneta to the Customer under the Agreement may be electronic and/or in writing. Xeneta may hereunder contact and give notices to the Customer by email and/or by posting notices on the Platform.

16.3 Each party shall notify the other of any change in the contact details.

## 17. Entire Agreement

17.1 The Agreement and any document or otherwise expressly referred to in the Agreement represents the entire agreement between Xeneta and the Customer in relation to the subject matter of the Agreement and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing. In the event of any conflict or inconsistency between the Order Form and Xeneta's Terms of Service, the contents of the Order Form shall prevail over the contents of the Terms of Service.

17.2 The Customer acknowledges that, in entering into the Agreement, the Customer has not relied on any representation, undertaking or promise given by Xeneta except as expressly stated in the Agreement.

17.3 The Customer acknowledges that any term or condition stated in a Customer purchase order, order acknowledgement, or other document provided by Customer are hereby deemed null, void and of no effect.

## 18. Changes to the Platform and/or Products

Xeneta may modify the Products from time to time to reflect applicable contractual or statutory requirements, changes in technology, changes in the Platform’s capabilities and changes in general market conditions affecting Xeneta’s business. Changes to the Products that would adversely affect the Products’ essential functionalities shall not be implemented without Customer’s consent.

## 19. Personal Data processing in connection with Customer's subscription:

19.1 Customer Data set forth in Article 5 shall not contain any personal data. By using Xeneta Products, Platform and/or Website (www.xeneta.com), the Customer’s users acknowledge all applicable policies in relation to personal data processing, as made available via Website and Platform.

19.2 Customer’s users may need to set up an account to access and use Xeneta’s Products (“Account”). Opening an Account will require Xeneta to obtain information from Customer’s users such as name, e-mail address, phone number, position, country location and/or company. The use of any personal data that the Customer provides Xeneta as part of the Account registration process is governed by the terms of this Agreement and any applicable policies made available via Platform. Customer and Xeneta agree to comply with the legal requirements of data protection laws, in particular those of the Regulation (EU) 2016/679 General Data Protection Regulation (“GDPR”), as amended, and adopt without revision or modification the standard contractual clauses published in the Official Journal of the EU on June 7, 2021 (“SCCs”) to ensure compliance with the requirements of GDPR on the protection of natural persons regarding the processing of personal data and the free movement of such data to a third country outside the European Economic Area/European Union.

## 20. Reference Customer

The Customer agrees to be considered a reference customer of Xeneta. Xeneta shall contact Customer to further outline how it proposes to use Customer's branding in accordance with Customer's internal corporate identity and branding guidelines. Notwithstanding the above, Xeneta shall not use any of Customer’s branding (including, but not limited to, name, logo, or trademarks) without Customer’s prior written consent.

## 21. Governing Law and Jurisdiction

The parties' rights and obligations following from the Agreement shall be governed by Norwegian law. The parties shall seek to solve amicably through negotiations any dispute, controversy or claim relating to this Agreement. If the parties fail to solve such dispute, controversy or claim by an amicable written agreement within fourteen days after such negotiations have been initiated by a party, such dispute, controversy, or claim shall be submitted to the courts of Norway with Oslo District Court (No. Oslo tingrett) as agreed legal venue.

For Xeneta AS

For Customer

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_