

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 affiliates ("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 Product 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. If a natural person enters into the Agreement on behalf of a company, corporation, or other legal entity (jointly a "Corporation"), that natural person warrants that it has the appropriate powers and authority to act on behalf of and legally commit the Corporation that he/she pretends to represent.
- 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.
- 3.4 Xeneta reserves the right not to accept, process and/or fulfill the Customer's order for any reason, hereunder if there are obvious inaccuracies in Xeneta's prices, except that Xeneta subject to acceptance from the Customer may fulfill the order at the corrected price. If Xeneta does not accept the Customer's order, Xeneta shall notify the Customer as soon as possible.

4. Payment

- 4.1 The Customer shall pay the applicable fee for the relevant Product(s) in accordance with the Order Form in advance of receiving the services provided by Xeneta. 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). Xeneta is expressly authorized by Customer to process the Data pursuant to Xeneta's methodology (including data cleaning, analysis, standardization, and de-identification), and thereafter aggregate the resulting corresponding aggregated data points onto Xeneta's platform, provided that such data may not be identified as Customer's data by any third-party user of Xeneta's platform.
- 5.2 Unless otherwise explicitly specified for the relevant Product, 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 without any further 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 de-identification), and thereafter aggregate the resulting corresponding aggregated data points, known as the Compiled Data (Compiled Data) onto Xeneta's platform.
- 6.2 Xeneta is hereunder entitled to compile and analyze the Compiled 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 Compiled Data for any purpose, including but not limited to as part of its Products, towards other customers, for advertising, marketing, and promotion of networking opportunities to other and prospective customers.
- 6.3 Xeneta shall not distribute Compiled Data in a manner that is identifiable as the Customer's data without first obtaining the prior written consent of the Customer.
- 6.4 Xeneta shall not disclose to third parties or use any Data, except as set forth in Articles 5 and 6, or as is reasonably necessary to perform its other rights and obligations under this Agreement (including disclosing Data as authorized by the Customer) 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 may violate applicable law.
- 7.2 The Customer undertakes to limit the use of Products and of Information (as defined in Article 9 below) to its own market intelligence.
- a) Ensure disclosure to a third-party is only permitted if it is:
- made 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., negotiations with suppliers, internal reporting etc...
- b) Not disseminate Information outside its own organization, including but not limited to other legal entities and affiliated companies operating on the same, previous, or subsequent level of the value chain (shippers, freight forwarders, carriers)
- c) Not attempt to disaggregate or obtain information specific to individual market operators through reverse engineering or other treatment of data contained in the Products or Information
- d) Not share licenses. All access to the Xeneta Product(s) 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 substantial breach, Xeneta may suspend and/or close the Customer's access to the Website and the Product(s).

8. Warranties

- 8.1 Customer undertakes to exercise its best 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 Website contain 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 without any warranties or similar 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 web site www.Xeneta.com (the "Website"). Nonetheless, the Website 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 Website and the underlying technology, all Information and the Product(s), and services provided via the Website, 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 shall be deemed as Confidential Information.
- 10.2 Confidential Information shall not be disclosed to any other person without obtaining Xeneta's explicit prior written consent.
- 10.3 The Customer shall not exploit Xeneta's Confidential Information in any way except for the purposes anticipated under this Agreement, more specifically described in Article 7.
- 10.4 If the Customer suspects unauthorized use of Confidential Information such as, but not restricted to, copying, use or disclosure without Xeneta's prior written consent the Customer shall immediately notify Xeneta.

11. Linking to the Website

- 11.1 The Customer may link to the home page of the Website, 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 Website other than the home page. The Customer may not establish a link to the Website 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 wish to make any use of Xeneta's material other than 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 or not, shall be limited to one hundred percent (100%) of the relevant 12-month subscription fee.

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 Xeneta has the right to terminate the Agreement or the provision of the Products at any time if so instructed by any court of law or enforcement body.

15. Breach Of Contract - Termination

- 15.1 Xeneta may terminate the Agreement with immediate effect in the case of the Customer's material breach of the Agreement, including, but not limited to the following instances:
 - a) If the Customer misuses the Product(s), the Information and/or the Website 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 Website or the Information, the server on which the Website is stored or any server, computer or database connected to the Website.
 - 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).
- 15.2 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.
- 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 Website.
- 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 Agreement and the Products

Xeneta may modify the Products from time to time to reflect applicable contractual or statutory requirements, changes in technology, changes in the Website'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 and/or Website, the Customer's users acknowledge all applicable policies, as made available via Website.

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 provide Xeneta as part of the Account registration process is governed by the terms of this Agreement and any applicable policies made available via Website. 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.

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 _____