

SEMICAB MEMBERSHIP AGREEMENT
v2021.2

This SemiCab Membership Agreement (this “**Agreement**”) governs access to and use of the Platform, which is owned and operated by **SemiCab, Inc.** and its Affiliates, with offices at 2876 Adams Oaks Ln, Marietta, GA 30062, USA (“**SemiCab**”). This Agreement should be read together with the applicable Order Documentation for the Software Services and relevant professional services Member may subscribe to or procure from SemiCab from time to time (the “**Services**”).

1. DEFINITIONS.

1.1 “**Affiliate**” means an entity that a party directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of this definition, “control” means the possession, directly or indirectly, or control of more than 50% of the voting securities of an entity.

1.2 “**Platform**” means the web-based technology platform comprised of the Software Services that enables enterprises to collaborate, transact and manage their global supply chains.

1.3 “**Member**” means the company agreeing to this Agreement to access the Platform and Software Services;’. For purposes of this Agreement, “Member” shall be deemed to include all of Member’s subsidiaries and Affiliates.

1.4 “**Member Data**” means all data transmitted by Member to the Platform.

1.5 “**Order Documentation**” means a mutually agreed written or electronic document that incorporates this Agreement by reference and identifies the specific Software Services and rights to such granted by SemiCab to Member hereunder and the fees and payment terms for such. Order Documentation includes Statements of Work to govern professional services ordered hereunder.

1.6 “**Professional Services**” means any professional or consulting services provided by SemiCab to Member as more fully described in an SOW.

1.7 “**Software Services**” means the product suites available through the Platform on a subscription basis.

1.8 “**Statement of Work**” or “**SOW**” means the detailed written description(s) of the Professional Services incorporating this Agreement by reference.

1.9 “**Transaction**” have the meaning set forth in the applicable Ordering Documentation referencing this Agreement.

2. **THE PLATFORM.** Use of the Platform is available on a membership-only basis. Trading partners become members of the Platform by entering into this agreement and completing SemiCab’s standard application process, each a Member.

3. **PROFESSIONAL SERVICES.** If SemiCab provides any Professional Services to Member, the Professional Services shall be governed by the SemiCab Professional Services

Addendum to this Agreement, which is incorporated herein by reference and available [HERE](#).

4. GENERAL TERMS AND CONDITIONS GOVERNING MEMBER’S USE OF THE PLATFORM.

4.1. In exchange for payment to SemiCab of the fees referenced herein and/or in any Order Documentation hereto, as applicable, SemiCab hereby agrees to provide Member with access to, and use of, the Platform and authorization to process Transactions as authorized in accordance with applicable Order Documentation hereto. Member hereby agrees to pay all fees assessed by SemiCab for use of the Software Services and related services, and all fees set forth in any Order Documentation, all of which are incorporated into this Agreement by this reference.

4.2. Member agrees that it shall use the Platform for lawful purposes in compliance with all applicable laws and regulations, including, without limitation, export control and anti-corruption laws and regulations of the United States and other jurisdictions. Member shall (a) use the Platform for lawful purposes only and in compliance with all applicable laws and regulations, including, without limitation, export control and anti-corruption laws and regulations of the United States and other jurisdictions; (b) be responsible for the accuracy, quality and legality of its data and of the means by which it acquired its data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and to notify SemiCab promptly of any such unauthorized access or use, and (d) use the Platform only as intended and in accordance with the specifications delivered by SemiCab. Carrier Members hereby consent to SemiCab’s access to and use of data within such Member’s electronic logging devices or such other on-board equipment such Member may use in its vehicles (“**ELD’s**”) (the “**ELD Data**”) for the purpose of providing the Software Services on the Platform. Member hereby authorizes SemiCab to contact the applicable ELD provider and obtain Member’s ELD Data directly from such provider, as necessary. SemiCab shall use such ELD Data in on a confidential basis, in accordance with its Privacy Policy as referenced in Section 4.9 below.

4.3. This Agreement is effective until terminated by written notice from either party and such termination will not affect any obligation Member may owe to SemiCab pursuant to Order Documentation. SemiCab may, in its sole discretion, suspend Member’s access to the Platform in connection with Member’s violation of applicable law, a breach of this Agreement, including non-payment of any fees due and owing under this Agreement, or if Member is listed on any “blacklist” published by the United States Government which

identifies certain entities with whom U.S. companies are prohibited from doing business.

4.4. Member's right to access and use the Platform is personal to Member and is not transferable or assignable to any other person or entity without SemiCab's prior written authorization.

4.5. Member agrees to defend, indemnify and hold SemiCab harmless from and against any and all claims, actions, damages, demands, penalties, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or related to, Member's Data or Member's use of the Platform, or Member's violation of either this Agreement or any third party's rights.

4.6. SemiCab agrees to defend Member, its officers, directors, employees, agents, authorized representatives and Affiliates ("**Member Parties**") against any third party claim, demand, suit or proceeding arising out of, related to, or alleging that the use of the Platform or Software Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Member**"), and shall indemnify Member Parties for any damages, attorney fees and costs finally awarded against Member as a result of a court-approved settlement of, a Claim Against Member; provided that Member: (A) provides SemiCab with prompt written notice of the Claim Against Member; (B) gives SemiCab sole control of the defense and settlement of the Claim Against Member (provided that SemiCab may not settle any Claim Against Member unless the settlement unconditionally releases Member of all liability); and (C) provides to SemiCab all reasonable assistance, at SemiCab's expense. In the event of a Claim Against Member, or if SemiCab reasonably believes that the Platform or a Software Service may infringe or misappropriate the intellectual property rights of a third party, SemiCab may in its discretion and at no cost to Member: (aa) modify the Platform and/or the Software Service so that it no longer infringes or misappropriates, without breaching SemiCab's warranties hereunder, (bb) obtain a license for Member's continued use of the Platform and/or the Software Service in accordance with this Agreement, or (cc) terminate Member's subscription to the Platform and/or the affected Software Service(s) upon thirty (30) days' written notice and refund to Member any prepaid and unused fees covering the remainder of the term of such subscription after the effective date of termination.

4.7. Notwithstanding the terms of Section 4.6, SemiCab will have no liability for any infringement or misappropriation action or claim of any kind to the extent that it results from: (a) modifications to the Platform or Software Service made by a party other than SemiCab, if the infringement or misappropriation would not have occurred but for such modifications; (b) Member's failure to use updated or modified access to the Platform or Software Services provided by SemiCab to avoid infringement or misappropriation; (c) SemiCab's compliance with any designs or specifications provided by Member; and (d) Member's use of the Platform or Software Service other than as authorized by this

Agreement. SECTIONS 4.5 THROUGH 4.7 STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF CLAIMS DESCRIBED HEREIN.

4.8. Member and SemiCab shall use commercially reasonable efforts, no less than such party exercises for its own confidential or proprietary information, and to require its employees, consultants and authorized representatives to retain in confidence, except as necessary to carry out obligations under this Agreement, all Confidential Information of the other party, where disclosed or accessed hereunder. Member and SemiCab recognize that its disclosure of Confidential Information of either party could give rise to irreparable injury to either party, inadequately compensable in damages and that, accordingly, each party would be entitled to seek injunctive relief against the breach of the undertakings of confidentiality contained herein, in addition to any other available legal remedies. Confidential Information shall not include information that: (a) is already known to a party free of any obligation to keep it confidential; (b) becomes publicly known through no wrongful act of a party; or (c) is received by a party from a third party without any restriction on confidentiality. Notwithstanding the definition of Confidential Information in Section 1, any disclosure of a party hereto marked "Confidential" or the like or otherwise confirmed in writing as such within thirty (30) days of a disclosure, or if unmarked, where the recipient should reasonably understand the disclosure to be confidential or proprietary, shall be deemed Confidential Information.

4.9. All Member Data transmitted by Member using the Platform shall be kept confidential in accordance with SemiCab's privacy policy found [HERE](#). Except to effect the purposes of this Agreement, Member will keep confidential any information obtained in connection with this Agreement, unless the disclosure of the information is reasonably believed to be required by applicable law. SemiCab aggregates Member transaction data with that of other SemiCab members for benchmarking, statistical analysis and other similar purposes (the "**SemiCab Data**"). SemiCab reserves all rights in the SemiCab Data, including but not limited to the right to commercialize SemiCab Data as the sole and exclusive property of SemiCab.

4.10. Member may provide SemiCab with contact information of third parties. Member represents and warrants that they have all necessary consents and permissions for SemiCab to contact these third parties. SemiCab may contact these third parties through various methods such as phone, email, text messages and push notifications. The purpose of the communication includes, but is not limited to registration, onboarding, requesting shipment and location updates, and providing platform feature updates. Carrier Charges may apply. Please contact your wireless service provider before using the platform about charges that may be incurred.

4.11. The Platform is proprietary to SemiCab and all right, title and interest thereto remains with SemiCab. All

proprietary and intellectual property rights of any nature regarding the Platform and any and all parts, copies, modifications, enhancements, improvements and processes included therein, and derivative works created therefrom are owned by, and shall remain the property of SemiCab. Member's rights to the Platform are limited to those expressly granted below and SemiCab reserves all rights not expressly granted in this Agreement.

4.12. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act ("**UCITA**") are specifically excluded from application to this Agreement.

4.13. SemiCab warrants (i) it has validly entered into this Agreement and has the legal power to do so; (ii) the Platform will substantially conform to the functional specifications set forth in the applicable Documentation; and (iii) SemiCab has used commercially available virus-detection software to scan the Platform to ensure that it will not knowingly introduce malicious code into the Platform. Member warrants it has validly entered into this Agreement and has the legal power to do so. MEMBER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE TERMS OF ANY ORDER DOCUMENTATION OR OTHER DOCUMENT REFERENCED IN THIS AGREEMENT, SEMICAB PROVIDES THE PLATFORM AND ALL RELATED SERVICES ON AN "AS IS" BASIS WITH NO WARRANTY, REPRESENTATION, DUTY OR OBLIGATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND THAT, EXCEPT AS SET FORTH HEREIN, SEMICAB SHALL HAVE NO LIABILITY TO MEMBER IN CONNECTION WITH, OR RELATED TO, MEMBER'S USE OF THE PLATFORM OR RELATED SERVICES.

4.14. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT OF SOFTWARE SERVICE FEES PAID OR OWING BY MEMBER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LOST REVENUES, LOST PROFITS, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY).

4.15. No oral modification or waiver of any provisions of this Agreement shall be binding on either party. From time-to-time SemiCab may, without Member's consent, amend this Agreement by posting a notice on the Platform or by issuance of other reasonable written notice, which amendment shall become effective ten (10) days after posting on the Platform or other written notice. Member's submission of a transaction after the effective date of such amendment shall be deemed to constitute Member's consent to an acceptance of such amendment. Neither party will be liable for any failure or delay in performance due to acts of force majeure, including without limitation, any governmental acts, acts of God, war or civil unrest, acts or omissions of third parties, equipment or power interruption, market or banking conditions, or other circumstance beyond the party's reasonable control. This Agreement (and the documents referenced herein, or documents otherwise agreed to by the parties as being incorporated into this Agreement) represents the entire understanding between the parties regarding Member's access and/or use of the Platform. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.

[END OF TERMS]