

Welcome to the Trimble Engage Lane procurement collaboration platform. Engage Lane enables shippers and carriers to collaborate to improve the procurement process.

These Carrier Terms of Use, together with any documents they expressly incorporate by reference (collectively, the “**Terms**”), are incorporated by reference into, and are made a part of, the Order Form between (a) on the one hand, Trimble Transportation Enterprise Solutions, Inc., a Trimble company, with principal offices at 6085 Parkland Boulevard, Mayfield Heights, OH 44124 (“**Trimble**”, “**our**”, “**we**”, and “**us**”) and the other company or entity which executes the Order Form (“**Company**,” “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”), where the Order Form references these Terms and incorporates them by reference. The Order Form, together with these Terms as incorporated by reference, are referred to in these Terms as the “**Agreement**”. We may modify these Terms from time to time pursuant to Section 13 (Changes to these Terms or to Engage Lane) below.

If an Enterprise Subscription Schedule and Master Terms & Conditions are also incorporated by reference into your Order Form, then the Engage Lane Carrier Addendum located at <https://transportation.trimble.com/legal/customer-terms>, and not these Terms, govern your use of Engage Lane as a carrier and are incorporated by reference into the Order Form.

PLEASE READ THESE TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US AND GOVERN YOUR ACCESS TO AND USE OF THE ENGAGE LANE PLATFORM AS A CARRIER. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE ORDER FORM, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE TERMS. PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS.

BY SIGNING THE ORDER FORM INTO WHICH THESE TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT ORDER FORM ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAVE READ THESE TERMS CAREFULLY AND HAVE THE REQUISITE CORPORATE AUTHORITY TO BIND YOU TO THESE TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engage Lane. The Engage Lane procurement collaboration platform, including without limitation the online portal located at <https://engagelane.trimble-transportation.com>, the proprietary electronic architecture, and other non-literal elements of Engage Lane developed and/or provided by us or our licensors (collectively, “**Engage Lane**”) is a software-as-a-service offering through which shippers and carriers collaborate to facilitate contract bid transportation load procurement through an optimized, data-driven solution. Through Engage Lane, shippers and carriers can discover new partners; engage in optimized bid procurement processes; select shipping partners based on bid information as well as other data such as Scores (as defined below); and use analytics to improve procurement practices. Once integrated to Engage Lane, carriers can use that single integration to connect to any other shipper in Engage Lane, avoiding the need for per-shipper integrations. We use data provided by Engage Lane participants and generated through use of Engage Lane to help us provide Engage Lane, as further described below. Subject to your compliance with these Terms, we hereby grant to you a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable right to access and use Engage Lane for lawful contract rate transportation load procurement purposes as a carrier, and for no other use and/or purpose (the “**Permitted Use**”). You represent that your company will access and use Engage Lane solely for contract rate procurement purposes as a carrier and not as a broker.

We will determine, at our own discretion, the design, features and functionality of Engage Lane, which may be modified or discontinued in whole or in part at any time by us at our discretion. We will not be liable to you if, and you will hold us harmless from and against any liability resulting from, the unavailability of Engage Lane, in whole or in part, at any time or for any period. You understand and agree that Engage Lane is made available by us to companies in the transportation and logistics industry, which may include your competitors or supply chain partners. We may restrict access to certain sections of, features of or content in Engage Lane to certain Engage Lane participants and their users. In the event Engage Lane is not performing in all material respects as specified in the Engage Lane documentation, please notify us. As your sole and exclusive remedy, we will undertake commercially reasonable efforts to correct such failure.

2. Carrier Account and Users. Engage Lane may be used by your employees (1) who are 18 years of age or older; (2) who are authorized by their company to take actions available to them through Engage Lane; and (3) who satisfy any other eligibility criteria applicable to Engage Lane (each, a “**User**”). We will set up a master account for you (the “**Carrier Account**”) and an initial administrative User account (the “**User Admin**”). Your User Admin has certain rights other users do not, which may include the ability to change your settings and sharing within Engage Lane and/or to create additional Users under your Carrier Account. Each User with

access to Engage Lane under your Carrier Account must have unique login credentials generated by our system. You and your Users shall keep all login credentials confidential, shall take reasonable precautions to prevent unauthorized access and use of Engage Lane through the use of your Users' login credentials, and shall not share login credentials between employees, representatives or other personnel. You are responsible for all use of Engage Lane using login credentials issued to or by you. You will immediately notify us if you believe any login credentials for your Users may have been disclosed or compromised, and you will hold us harmless from and against any unauthorized and/or harmful access to your Carrier Account and/or data using login credentials issued to or by you.

3. **Engage Lane Fees.** As consideration for your use of Engage Lane, you will pay to us a fee for each Transacted Order during a calendar month in accordance with the table set forth in the Order Form. A **"Transacted Order"** means each separate freight order tendered to you by a shipper under an awarded lane whose freight order has been delivered by you. Pricing is tier-based, not volume based.

We will invoice you for Transacted Orders fees on a monthly basis in arrears. Amounts are invoiced and payable in US Dollars by check or wire transfer and are due thirty (30) calendar days from the date of invoice. Payments not received by us by the due date will bear interest at the lesser of 1% per month or the maximum rate permitted by applicable law. If you do not object in writing to an invoiced amount by the payment due date specified on the invoice, you will be deemed to have acknowledged the correctness of that invoice and to have waived your right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give you the right only to withhold or delay payment of only the disputed portion of that invoice or amount owed. You and we will use diligent good faith efforts to resolve any payment dispute within thirty (30) calendar days of the date the dispute was first raised. If you fail to pay any invoice not contested in good faith or if you fail to use diligent good faith efforts to resolve a payment dispute, following notice of delinquency or failure and a five (5) business day opportunity to cure, Trimble may suspend your Engage Lane account until such delinquency or failure is fully cured. You will be solely responsible for all costs and expenses you incur in connection with your use of Engage Lane and for all sales, use or other taxes applicable to the transactions contemplated by these Terms (excluding taxes based upon our net income). You will be responsible for all costs and expenses, including attorney's fees, incurred by us in connection with the collection of any delinquent amounts. Transacted Order fees may be increased by us upon notice in writing or by email no more than once every twelve (12) months.

4. **Engage Lane Integration.** If you desire to integrate with Engage Lane, you will only do so using the application program interfaces, software development kits, routines, protocols, tools and other related materials (e.g., sample code), and documentation made available by us to you to enable the building of software applications which interact with Engage Lane (the **"API Toolkit"**). While your Carrier Account is active and subject to your compliance with these Terms, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited right and license for you, your employees, and your third party developers (as set forth below) to use the API Toolkit solely to implement and operate a connection to our systems solely to facilitate your use of Engage Lane for the Permitted Use (the **"API Integration"**). Your use of the API Toolkit shall be subject to the API Terms of Use located at <https://transportation.trimble.com/legal/customer-terms> (the **"API Terms"**), which are hereby incorporated by reference as if expressly set forth herein. By utilizing the API Toolkit, you agree to comply with the API Terms. In the event of a conflict between any other term or provision of the API Terms and a corresponding term or provision in this Addendum or the Agreement, the API Terms shall control with respect to the API Toolkit. You will use diligent commercially reasonable efforts to maintain the API Integration in working order while your Carrier Account is active. You acknowledge that we may update or modify the API Toolkit from time to time and at our sole discretion (in each instance, an **"Update"**), and may require you to obtain and use the most recent version of the APIs. Updates may adversely affect how your systems communicate with Engage Lane. You are required to make any changes to your API Integration as a result of an Update at your sole cost and expense. Your continued use of the API Toolkit following an Update constitutes binding acceptance of the Update. You agree that you will, as promptly as possible using the same degree of error resolution and mitigation you use with similar internal data systems, implement updated code or other changes to the API Toolkit (e.g., security fixes) provided by us from time to time into the API Integration.
5. **Restrictions.** You and your Users may use Engage Lane and API Toolkit only for the Permitted Use and in a manner expressly permitted under these Terms. You will not, and will cause your Users to not: (i) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to Engage Lane; (ii) reverse engineer, decompile, create derivative works of, copy, translate, adapt or disassemble Engage Lane or any portion thereof in an attempt to reconstruct or discover the design, source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) use Engage Lane for any purpose that is unlawful, or otherwise in violation of applicable laws, rules, regulations, codes or ordinances, including those relating to data privacy and import/export; (iv) access or attempt to access Engage Lane other than as permitted by us and only for the Permitted Use; (v) use Engage Lane for brokering purposes or activities; (vi) use Engage Lane for spot rate

contracting purposes; (vii) use Engage Lane to transmit or communicate any content that is obscene, unlawful, threatening, inappropriate, or an invasion of privacy or publicity rights; (viii) impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity; (ix) create Internet links to or from Engage Lane, or “frame”, “mirror”, or otherwise make available outside of Engage Lane any content forming part of Engage Lane; (x) publish or otherwise disclose information retrieved from the take any action that might compromise the security of Engage Lane, or otherwise cause damage to Engage Lane or to the computer systems of us or others; (xi) claim that you are endorsed or otherwise recommended by us or any of our affiliates; (xii) provide any content to or through Engage Lane that is false or misleading, that infringes the rights of Trimble or others, that hides your identity, or that you does not have the right to use or disclose; or (xiii) cause or authorize any third party to do any of the foregoing. You will be responsible for any costs incurred by us or any other party (including attorney’s fees) as a result of such misuse or fraudulent use.

We may suspend your or any of your Users’ access to Engage Lane and/or API Toolkit immediately if your or your Users’ acts or omissions threaten the integrity or security of our systems, networks, data or infrastructure, provided that (1) we will use commercially reasonable notice to provide you with advance notice of such suspension where we determine exigent circumstances do not exist, and (2) we will promptly restore your access once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated, as determined by us, unless we terminate your Carrier Account as provided below.

6. **Use of Your Data.** Through your use of Engage Lane by your Users, we will collect certain information such as but not limited to company information, User information, bid information, capacity information, and shipment and operational performance information (collectively, “**Your Data**”) and information regarding your use of and interaction with Engage Lane (“**Usage Data**”). Personal information that you or a User may provide for the purposes of creating or authenticating User accounts or in connection with your use of Engage Lane may be used or shared by us as set forth in these Terms and the Trimble Privacy Notice located at <https://www.trimble.com/privacy>. The US Data Processing Addendum for Customer Personal Information located at https://dl.trimble.com/www/us_dpa_customer.pdf is incorporated by reference into and is made a part of these Terms. You covenant to us that you have all rights and consents necessary under applicable data protection laws to provide personal information to us for use as set forth in these Terms. We may publicly identify you as an Engage Lane participant to current and prospective users of Engage Lane, including through Engage Lane and in our marketing materials. You grant to us and our Affiliates the royalty-free, irrevocable, perpetual right (i) to make Your Data available to Engage Lane participants for load procurement purposes, as directed by you, and to verify your compliance with these Terms; (ii) to use Your Data and Usage Data to generate derivative works such as but not limited to (A) scores constituting our projection of your company’s procurement and operational performance (“**Scores**”), and (B) other analytics relating to Engage Lane and your use thereof (collectively, “**Derived Data**”), and to share such Derived Data with other Engage Lane participants; (iii) to use Your Data, Usage Data, Derived Data, and other data provided by you or on your behalf in connection with Engage Lane and API Toolkit to improve, enhance, and support the nature, quality and features of our and our Affiliates’ products, software and services, and (iv) to aggregate and anonymize Your Data, Usage Data, Derived Data, and other data provided by you or on your behalf in connection with Engage Lane and API Toolkit and to use such aggregated and anonymized data, as well as data regarding your use of our software and services and summary or derivative information based thereon, for our and our Affiliates’ analytical and other business purposes during and following your use of Engage Lane and API Toolkit, provided that you will not be identified as the source of such information. You also agree that we may share information we collect on a need-to-know basis with third parties for internal business purposes (such as but not limited to customer support and service and subpoena response). You acknowledge and agree that you will no longer be able to access Your Data following deactivation of your Carrier Account in accordance with these Terms.
7. **Your Content; Lane Contracts.** You agree that we and our affiliates do not control or endorse the content, messages or information collected, from or provided by Engage Lane participants and, therefore, we specifically disclaim any liability with regard to such contact, messages and information and any actions resulting from your use of Engage Lane. You agree and acknowledge that through your use of Engage Lane you and shippers will directly enter into Transacted Orders and other agreements for the shipment of goods (each, a “**Lane Contract**”), that we do not provide Lane Contracts, that neither we nor any of our corporate affiliates are a party to any Lane Contract or have any duties or obligations thereunder, that we are not liable for any breach or failure under a Lane Contract, and that you hold us harmless from and against any loss, liability, damages, penalties, fines, or other costs (including attorneys’ fees) arising or resulting from, or relating to, a Lane Contract.
8. **Ownership.** You agree that all right, title and interest in and to Engage Lane, the API Toolkit, and any updates to any portions of Engage Lane or API Toolkit belong exclusively to, and shall remain with, us and our licensors and partners. These Terms are non-exclusive. Nothing in these Terms limits or impairs our right to independently develop code, solutions, applications, software, or intellectual property that may be similar to code, applications, or intellectual property you create. All names, logos, product and service names, designs

and slogans used in or in connection with Engage Lane and/or API Toolkit (“**Marks**”), including Trimble and the Trimble logo, are the properties of us, our affiliates, and/or their licensors. You may not use the Marks without the prior written consent of their owner. Use of the Marks inures to the sole benefit of their respective owners. You shall not, and shall not authorize any third party to, engage in any act or omission that jeopardizes, invalidates, or is inconsistent with any of our copyright, trademark, or other intellectual property rights used in connection with Engage Lane. All rights in and to Engage Lane not expressly granted in these Terms are reserved by us.

9. **Confidentiality; Use of Feedback.** If we share non-public information about Engage Lane with you, you must keep it confidential and use reasonable security measures to prevent unauthorized disclosure of or access to that information. We reserve the right at all times to disclose any information collected, provided or generated through Engage Lane or API Integration as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request. You are welcome to share with us suggestions, enhancement requests, recommendations, or other feedback regarding Engage Lane (collectively, “**Feedback**”). If you provide us with Feedback, you agree that all Feedback shall be owned solely by, and all right, title and interest thereto shall belong to, us. You irrevocably assign to us all right, title and interest in and to Feedback and agrees to provide us with any assistance it may reasonably require to document, perfect, and maintain such rights. By providing Feedback, you represent to us that such Feedback does not include any of your confidential information and may freely be used by us without obligation to any third party. To the extent you are unable to transfer ownership of such Feedback to us, you grant to us and our affiliates a royalty-free, worldwide, irrevocable, perpetual, exclusive license to use and incorporate Feedback into our services and technology for our commercial use, and represent you have all rights necessary to do so.
10. **Term and Termination.** These Terms will continue in effect until your Engage Lane account is deactivated at which time these Terms, and your access to Engage Lane, will automatically terminate. Trimble upon your request, or your User Admin if such functionality is enabled by us in Engage Lane, may terminate User accounts, may give notice to a shipper that Carrier wishes to terminate a Lane Contract, or may deactivate your Engage Lane account, through the termination process we specify. Account deactivation is subject to a seven (7) day waiting period. We may deactivate your Engage Lane account if you or your Users breach or violate any of the terms of, or fail to perform your obligations under, these Terms (including sharing your Engage Lane login credentials), provided that if such breach is capable of cure we will give you notice of such breach, violation or failure, and a reasonable opportunity (not to exceed seven (7) calendar days) to cure such breach, violation or failure to our reasonable satisfaction prior to termination. We may deactivate your Engage Lane account without notice or opportunity to cure if you violate our intellectual property rights, or if we have reason to believe that you or your Users, or anyone purporting to act on their behalf, is abusing Engage Lane or using it fraudulently or unlawfully. We may also deactivate your Engage Lane account immediately upon notice to you if we determine you no longer meet the required criteria to access and use Engage Lane. With respect to account termination, if you have any uncompleted Transacted Orders, your obligation to complete those Transacted Orders, and these terms as applicable to such work, will survive termination unless we or the shipper notifies you otherwise. Upon completion of all Transacted Orders and expiration of any applicable waiting period (or immediately if there are no active Transacted Orders), we may immediately deactivate your Users’ login credentials and deactivate your Engage Lane account; you will disable your API Integration; and you will destroy any API Toolkit materials in your possession. Any provisions of these Terms that by their terms require performance after the termination of your license or have application to events that may occur after such termination will survive.
11. **Disclaimers and Risk Allocation.** ENGAGE LANE AND THE API TOOLKIT ARE PROVIDED TO YOU “AS-IS” AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. YOU ACKNOWLEDGE THAT ENGAGE LANE IS DEPENDENT UPON DATA PROVIDED BY PARTIES USING ENGAGE LANE, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AND NO ENDORSEMENTS OR CERTIFICATIONS OF ANY DATA RECEIVED FROM ANY SUCH PARTIES OR ANY DATA DERIVED THEREFROM, INCLUDING SCORES. WE SHALL HAVE NO LIABILITY FOR ANY LOSSES, COSTS, LIABILITIES, DAMAGES, OR EXPENSES SUFFERED OR INCURRED BY YOU, ANY OF YOUR CUSTOMERS, OR ANY OTHER PERSON AS A RESULT OF INACCURACY IN OR OF ENGAGE LANE, YOUR DATA, OR ANY OTHER DATA PROVIDED TO OR USED IN CONNECTION WITH ENGAGE LANE. WE MAKE NO WARRANTY OF ANY KIND THAT ENGAGE LANE, THE API TOOLKIT, OR ANY RESULTS OF THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE ACCURATE, COMPLETE, OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH ENGAGE LANE OR THE

API TOOLKIT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE AND TERMINATE YOUR USE OF ENGAGE LANE AND THE API TOOLKIT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRIMBLE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, HAVE, AND SUCH PARTIES HEREBY DISCLAIM, ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE ENGAGE LANE AND/OR THE API TOOLKIT FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE THOUSAND US DOLLARS (USD \$1,000.00) IN AGGREGATE.

- 12. Indemnity and Injunctive Relief.** Upon a request by us, you agree to defend, indemnify and hold harmless us, our affiliates, and our respective employees, contractors and agents (“**Our Indemnified Parties**”) from and against all losses, damages, penalties, liabilities and costs of any kind or nature, including reasonable attorneys’ fees and costs, related to any claim, action suit or proceeding arising from, relating to or resulting from your breach of these Terms or your use of Engage Lane and/or the API Toolkit. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to defense and indemnification by you. You may not settle any indemnified claim without our prior written consent in each case. If you breach these Terms or violate our rights or the rights of any other person or entity, you acknowledge that it may result in irreparable harm to which money damages would be both incalculable and an insufficient remedy, and that without prejudicing any other rights we have against you at law or in equity we may ask a court to stop you (i.e., through injunctive or other relief), without the need to prove actual damages and without the necessity of posting a bond in connection therewith. If we bring a claim against you in connection with these Terms, you will reimburse us for our reasonable legal fees for that claim.
- 13. Changes to these Terms or to Engage Lane.** We may revise and update these Terms from time to time in our sole discretion. We will provide a notice of updated Terms on Engage Lane for fourteen (14) calendar days following the date such revised version is posted. If you do not agree to the changes we have made and do not wish to be bound by them, you must terminate your Engage Lane account by the end of that fourteen (14) day period. Your continued use of Engage Lane following the end of that fourteen (14) day period means that you accept and agree to the changes and agree to be bound by the revised version of these Terms, and that your continued access to Engage Lane constitutes good and valuable consideration.
- 14. Governing Law and Venue; Waiver of Jury Trial.** These Terms and your use of Engage Lane and API Toolkit will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law rules. Any legal proceeding arising out or relating to these Terms or your use of Engage Lane and/or API Toolkit will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Delaware or any state court sitting in New Castle County, Delaware, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of such courts and waives any right to object thereto. You agree that no provision of the Uniform Computer Information Transactions Act (“**UCITA**”) is intended to apply to the interpretation of the Agreement, whether or not UCITA is enacted in Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND YOUR USE OF ENGAGE LANE AND/OR THE API TOOLKIT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 15. Export.** We make no representation that Engage Lane and the API Toolkit are appropriate or available for use in locations outside the United States, Canada and Mexico, and accessing them from territories where they are illegal is prohibited. Use of Engage Lane and the API Toolkit is subject to the U.S. Export Administration Regulations. You agree to the following: (a) neither you nor any of your Users are a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) neither you nor any of your Users will export or re-export materials from Engage Lane or API Toolkit, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) neither you nor any of your Users are listed on the

United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) neither you nor any of your Users will export or re-export materials from Engage Lane or API Toolkit, directly or indirectly, to persons on the above mentioned lists; and (e) neither you nor any of your Users will use Engage Lane or API Toolkit for, and will not allow Engage Lane and the API Toolkit to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

- 16. Anti-Corruption Compliance.** You, and any third party acting on your behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, “**Anti-Corruption Laws**”). You, and any third party acting on your behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or us. You, and any third party acting on your behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any of your acts, our acts, any the acts of any third party acting on your behalf.
- 17. Notices.** Any notice to us will be in writing, will reference these Terms, and will be personally delivered or sent by nationally or internationally recognized express courier to us at the address set forth above, ATTN: Legal. Notice will be deemed effective upon delivery. You agree that we may send you important information and notices regarding Engage Lane, your Carrier Account, and these Terms by email or other means based on the information you provide to us.
- 18. Assignment.** You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Notwithstanding the foregoing, you may assign the Agreement (in whole, but not in part) upon written notice to us to (i) any Affiliate or (ii) to a successor in interest as a result of an acquisition of your business (including by stock sale, asset sale or merger) or corporate reorganization or restructuring, provided that if requested by us, you and your successor-in-interest execute an assignment amendment in a form reasonably requested by us. Any actual or attempted assignment or transfer by you in violation of the terms of the Agreement will be void and of no force or effect and will constitute a material breach of the Agreement. Subject to the foregoing, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and permitted assigns.
- 19. Miscellaneous.** The Agreement sets forth the entire understanding between the Parties in connection with your use of Engage Lane, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. There are no third party beneficiaries under the Agreement. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which Party may have drafted the Agreement, no rule of strict construction will be applied against either Party. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the same will not affect in any respect whatsoever the remainder of the Agreement. Except for payment obligations, neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control, provided that the Party whose performance is affected uses commercially reasonable efforts to resume performance of its affected obligations hereunder as soon as feasible. The Parties have specifically requested that the Agreement be drafted in English. *Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais.* If there is a conflict between versions of the Agreement in any other language, the English language version controls. “Including” as used herein means including without limitation. The headings in these Terms are intended solely for convenience and shall be given no effect in the interpretation of these Terms. You and we are independent contractors. The Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A fax signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.