

OVERSIGHT SERVICES AGREEMENT

THIS MASTER OVERSIGHT SERVICES AGREEMENT (“**Agreement**”) governs Your purchase and use of Goods and Services provided by Locus Solutions, LLC (“Emerson Cargo Solutions”), having its principal office at 7121 Fairway Drive, Palm Beach Gardens, Florida 33418. By clicking, “I AGREE”, you acknowledge you have read and accept the terms and conditions of this Agreement in its entirety. This Agreement is effective as of the date you first click “I AGREE”. IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM “YOU” INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO US THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER’S OR PRINCIPAL CONTRACTOR’S BEHALF. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. The term “control” means, for purposes of the foregoing, any direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. This Agreement shall apply to each of Your Affiliates, regardless whether they also use the Services.

“**Documentation**” means any written information provided to You by Us in connection with the Services.

“**Fees**” means the amounts payable to Us by You in exchange for the Goods or Services You order from Us, as specified in the Orders and subject to the Terms, and any additional amounts otherwise due and payable under this Agreement or the Terms, including, without limitation, late fees and collection costs.

“**Goods**” means any mobile devices, modems, routers, sensors, recorders, readers, labels, nodes, gateways, or any other hardware, equipment, or other tangible items that You order from Us in connection with Your use of the Services.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

“**Orders**” means the purchase orders agreed by Us and You, whether in writing or via electronic communication, which may specify the Goods or Services ordered by You and to be delivered by Us, the Fees due and payable in exchange therefor and the basis for calculating those Fees, and any specific delivery, payment, or use terms. The terms and conditions set forth in any Orders are hereby incorporated into this Agreement by reference and made a part of this Agreement.

“**Output**” means all electronic data or information generated for You (or on Your behalf) through the use of the Services.

“**Services**” means any online, cloud-based, or web-based platform and services, including Oversight, and any associated e-mail correspondence, reporting, database management, mobile applications or offline components that You purchase from Us.

“**Terms**” means the complete set of terms and conditions applicable to Your use of the Goods or Services provided by Us. The Terms include, without limitation, all the terms and conditions set forth or incorporated by reference in this Agreement, any Orders, and in the following additional agreements or other documents:

(1) Our “**Terms of Use**”, which governs the use of Our websites, a current copy of which is available at <https://www.emerson.com/en-us/terms-of-use>;

(2) Our “**Privacy Notice**”, which governs the use of any private information we gather from Users, a current copy of which is available at <https://www.emerson.com/en-us/privacy-notice>;

(3) Our “**End User License Agreement**”, which governs the use of any software licensed from Us, including, without limitation, Our firmware installed on any Goods, Our website portal, or any of Our mobile applications downloaded and installed by You, the Users, or by Us at Your request and on Your behalf, a current copy of which is provided for review and acceptance prior to first using the software;

(4) Our “**Terms and Conditions of Sale**”, which governs the purchase and delivery of any Goods You order from Us in connection with the Services, a current copy of which is available at <https://climate.emerson.com/en-us/products/controls-monitoring-systems/cargo-tracking-monitoring/terms-and-conditions> and/or included with any delivery of Goods; and;

(5) One or more “**Addendum**”, which for convenience and simplicity We may use from time to time to set forth any agreed-upon amendments, changes, or other modifications to, or waivers of, any of the standard terms and conditions set forth in any of the foregoing agreements or other documents.

The terms and conditions set forth in these additional agreements and other documents are hereby incorporated into this Agreement by reference and made a part of this Agreement. Notwithstanding Section 14.7, we may at any time, without prior notice to You, revise such terms and conditions, which said revisions will be effective immediately.

“**Third-Party Goods or Services**” means any Goods or Services from third-parties that interoperate with the Goods or Services provided to You by Us, including, without limitation, any online, web-based or cloud-based applications, data management services, or offline software or hardware products that are provided, sold, purchased, or used by third-parties.

“**Users**” means individuals who are authorized by You to use the Services for whom subscriptions have been purchased from Us, and, depending on the type of Services, may have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to, Your family members, employees, consultants, contractors and agents; or third parties with which You transact business.

“**We**,” “**Us**,” or “**Our**” means Locus Solutions, LLC. of Emerson Cargo Solutions.

“**You**” or “**Your**” means the company or other legal entity for which You acknowledge You have the authority to accept, bind, and enter into this Agreement.

“**Your Data**” means all electronic data or information either submitted by You (or on Your behalf) in connection with the Services.

2. TRIAL BASIS

2.1 Trial Period. We may make one or more Services available to You on a trial basis free of charge until the earlier of (i) the termination date set forth on any applicable Orders or (ii) the start date of any Services purchased by You. Additional trial terms and conditions may appear on the applicable Orders. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.2 Data Loss After Trial Period. ANY DATA YOU ENTER INTO THE SERVICES BY OR FOR YOU DURING THE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED DURING THE TRIAL PERIOD. YOU

MUST EXPORT OUTPUT BEFORE THE END OF THE TRIAL PERIOD OR OUTPUT WILL BE PERMANENTLY LOST. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO THE LOSS OF SUCH DATA, EVEN IF WE HAVE BEEN APPRISED OF THE CONSEQUENCES OF SUCH LOSS PRIOR TO OR DURING THE TRIAL PERIOD.

2.3 Warranties and Limited Liability During Trial Period. All the terms and conditions of this Agreement, including the Terms incorporated by reference herein, are binding on You and Your use of the Services during the trial period. NOTWITHSTANDING SECTION 9, DURING THE TRIAL PERIOD THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING SECTION 11, IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO OUR PROVISION OF THE SERVICES OR YOUR USE OF THE SERVICES DURING THE TRIAL PERIOD.

3. PURCHASED SERVICES

3.1 Provision of Services. We shall make the Services available to You as purchased by You through Orders pursuant to this Agreement and subject to the Terms. You agree that Your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2 Subscriptions. You agree that (i) Services are purchased as subscriptions and may not be accessed or used by You, the Users, or your employees, contractors, or other participants in excess of the subscription amounts specified in the Orders, (ii) additional subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional subscriptions are added, and (iii) the added subscriptions shall terminate on the same date as the pre-existing subscriptions. Except as otherwise specified by Us in the Orders, subscriptions are based on the persons designated by You as the permissible Users or employees, contractors, or other participants and cannot be shared or used by anyone except as permitted in the Orders. You are responsible for ensuring that Your employees, contractors, and customers comply at all times with the Terms in using the Goods or Services.

4. USE OF THE SERVICES

4.1 Use. The Services include the upload, storage and use, and download of information on Goods purchased from Us or from third-parties under an agreement with Us or on servers controlled by Our third-party hosting provider or other third-parties, but may also include related mobile applications and offline capabilities. You have no right to receive either an object code or source code version of the software operating on the Goods or remote servers. Your usage rights are constrained by the Terms and are limited to accessing the Services via either (i) a designated portal using username(s) and password(s) provided to You by Us or on Our behalf or (ii) e-mail notifications or other forms of electronic dissemination by Us or on Our behalf, in Our sole discretion. You must have a high-speed internet connection, hardware, and software that is compatible with the Services, as indicated by Us. You may need to upgrade Your equipment in order to use the Services.

4.2 Our Responsibilities. We shall: (i) provide You basic support for the Services at no additional charge via telephone or e-mail communication during regular business hours, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 24 hours notice via our web site or electronic data message (EDM), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or (c) Internet service provider or e-mail provider failures or delays or other systemic Internet or e-mail issues, and (iii) provide the Services only in accordance with applicable laws and government regulations.

4.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of the information You or Your Users provide in connection with the use of the Services, (iii) prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (i) make the Services available to anyone other than Users, (ii) sell, resell, rent or lease the Services, (iii) use the Services to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (iv) use the Services to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (vi) attempt or permit others to attempt to gain unauthorized access to the Services or their related systems or networks, (vii) load test the Services in order to test scalability, or (viii) copy, reproduce, publicly perform or create derivative works based upon the Services or Documentation or make or have made any feature or functionality of the Services.

4.4 Usage Limitations. The Services may be subject to other limitations, such as, limits on disk storage space or Internet bandwidth. We shall employ commercially reasonable efforts to apprise You of any such limitations. We will try to provide You with notice of such limits so that You may monitor Your compliance with such limitations, but We reserve the right to change such limits without notifying You first. You acknowledge and agree that none of the Goods or Services may be used by You to conduct remote medical monitoring of patients under any circumstances.

4.5 Acceptance of Terms by Us on Your Behalf. You or, if applicable, Your employer or independent contractor, may request or authorize Us to access Your computer, mobile device, or other hardware on Your behalf in order to install or deliver any Services or Goods and, in such event, You agree and acknowledge that We are authorized and directed to accept this Agreement and any Terms on Your behalf (including, without limitation, by downloading, installing, and affirmatively clicking through any prompts relating to this Agreement, the Services or Goods, or the Terms). You agree that this Agreement and the Terms are binding on You, and You shall comply fully with them, even if We accept this Agreement or any of the Terms, accesses Your computer, mobile device, or other hardware on Your behalf in order to install or deliver any Services or Goods, or affirmatively clicks-through any prompts relating to this Agreement, the Services or Goods, or the Terms on Your behalf.

4.6 No Unauthorized Use. You may not access the Services if You are Our direct competitor except with Our prior written consent. Only authorized persons may obtain or utilize issued usernames or passwords. You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

5. THIRD-PARTY SERVICES

5.1 Wireless Carriers . All Services are provided on an "AS IS" and "AS AVAILABLE" basis unless otherwise set forth in this Agreement. Additionally, You understand that the Goods may utilize wireless networks, purchased from one or more third-party providers (the "Underlying Wireless Carrier") such as, but not limited to, 4G LTE, CDMA, GSM ("Wireless Networks") and that actual signal availability may depend on a combination of the Goods, Underlying Wireless Carriers and availability of and actions of roaming partners, and that factors outside of Our control, such as weather, buildings, topography, usage, or maintenance activities of Wireless Network Providers may limit or interrupt the Services. **NOT ALL SERVICES ARE AVAILABLE EVERYWHERE or IN EVERY COUNTRY, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES AND VESSELS, AT ALL TIMES.**

5.2 Your Services have many limitations including, but not limited to, the following: a) The quality of your Services may be impaired by hills, tall buildings, tunnels, weather, electrical system design and architecture of your vehicle, damage to your vehicle or wireless phone network congestion; b) Services are not available if either cellular or GPS satellite signals or are not working or the signals are obstructed or unavailable in the area and programming limitations of our system may impair our ability to determine your vehicle or equipment's precise location; c) Services will be interrupted in areas where the Underlying Wireless Carrier we hired for that area has limited

coverage; f) The location data we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete, our map data may not include information about construction projects, seasonal roads or new roads; e) Services can fail or be delayed by acts of nature, or forces or causes beyond our reasonable control, including but not limited to weather conditions and the results thereof, public utility failure, acts of war, government actions, terrorism, civil disturbances, or System failures including internet, computer, telecommunication or other system failures. If the Underlying Wireless Carrier terminates or restricts service, Services will not be available, UNDER THIS CIRCUMSTANCE, SOME OR ALL OF YOUR SERVICES MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU OR WITHOUT ANY LIABILITY TO US, OUR THIRD PARTY SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY THIRD PARTY BENEFICIARY. As such, Seller will not be liable to Buyer or any third parties for interruption or limitation of Services based on issues with Wireless Networks Third Party Service Providers and Beneficiaries. We work with many different companies and individuals to provide you with your Services. In this Agreement "Third Party Service Provider" means any person, company or entity who provides any service, System or facilities in connection with your Services. Any Third Party Service Provider involved in delivering your Services are intended third-party beneficiaries of the protections of this Agreement. This Agreement does not give you any rights against any of the Underlying Wireless Carriers or other Third Party Service Providers.

The disclaimers, warranties, limitations of liability and other protections of this Agreement extend to these third-party beneficiaries. We do not make any warranty of any kind, whether express or implied with regard to any Services provided to you by the Third Party Service Providers. We expressly disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and title/non-infringement with regard to Services provided by Third Party Service Providers. You should consult the respective Third Party Providers for warranty and performance information regarding the provision of the Services.

6. ORDERS, FEES, AND PAYMENT

6.1 Orders. In order to facilitate Your order, purchase, and use of Goods or Services, We will prepare and send to you Orders from time to time, either in writing or via electronic communication. The Orders will specify the Goods or Services ordered by You and to be delivered by Us, the Fees due and payable in exchange therefor and the basis for calculating those Fees, and any applicable delivery or payment terms. If You believe an Order contains any errors, please notify Us immediately. If we send You an Order and You do not respond immediately regarding any errors, We will assume that You have accepted the Order and the Order will be binding on You.

6.2 User Fees. You shall pay all Fees specified in Your Orders pursuant to the Terms. Except as otherwise specified by Us: (i) all Fees are quoted and payable in United States dollars; (ii) all Fees are based on Services or Goods ordered by You (including, without limitation, any Third-Party Goods or Services ordered by You) and not actual usage; (iii) payment obligations are non-cancelable and Fees paid are non-refundable; and (iv) the number of subscriptions cannot be decreased during the relevant subscription term. Fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the relevant subscription term.

6.3 Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit for all Fees due and payable according to Your Orders, including, without limitation, any sales tax or applicable processing or credit card fees. Fees for subscriptions shall be paid by You in full in advance of the subscription term, either annually or in accordance with any different billing frequency, as specified in Your Orders, and all Fees for any other Services or Goods shall be paid by You in full when we send you the applicable Orders. If We agree that payment will be by a method other than a credit card, We will invoice You accordingly. Unless otherwise agreed, invoiced Fees are due net 15 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information with Us.

6.4 Overdue Fees. If any Fees are not paid by You when due then such Fees may accrue a late fee at the rate of 1.5% of the outstanding Fees per month, or the maximum rate permitted by law, whichever is lower, from the date the Fees were due until paid and We may condition future Orders on different payment terms specified in this Agreement or Your prior Orders.

6.5 Suspension of Service and Acceleration. If any amount owing by You in connection with Our Goods or Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate all unpaid Fee obligations under this Agreement, Your outstanding Orders, or any other Terms so that all such obligations become immediately due and payable, and suspend Our delivery of any Goods or Services ordered by You until all such amounts are paid in full.

6.6 Payment Disputes. We will not exercise Our rights under Sections 6.4 (Overdue Fees) or 6.5 (Suspension of Service and Acceleration) if the applicable Fees are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

6.7 Taxes. Unless otherwise specified by Us, Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases from Us. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

7. PROPRIETARY RIGHTS

7.1 Reservation of Rights. This is a subscription to a service. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including, without limitation, all related intellectual property rights. No rights, including any rights under license, either express are implied, are granted to You hereunder other than as expressly set forth herein.

7.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or as otherwise agreed, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to build a competitive product or service or copy any features, functions, or graphics of the Services.

7.3 Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data. We do not make any representations or warranties regarding the ownership of Your Data, or the respective rights and obligations with respect to Your Data, as between You and any third-party.

7.4 Output Ownership. You acknowledge that We own all Output generated by the Service. Subject to the terms and conditions of this Agreement, We hereby grant You a worldwide, nonexclusive, nontransferable, perpetual, royalty-free license to use the Output.

7.5 Suggestions. Please do not send unsolicited ideas to Us, including but not limited to ideas for features, product improvements, promotions, products, processes, code, marketing plans, or product names. Neither We nor any of Our employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when Our products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to Us by You.

If, despite Our request that You not send Us Your ideas, You still send them, then regardless of what Your submission states, the following terms shall apply to Your submission: (1) You agree that Your ideas will automatically become the property of Us, without compensation to You, and You hereby assign and agree to assign all Your right, title and interest in and to such to Us; and (2) You agree that We can use the ideas for any purpose and in any way—even give them to others—without future liability to You.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.3 Protection of Your Data. Except as specifically provided otherwise herein, including Section 7.4 (De-Identified Information), or as required in connection with the Services, we shall not (i) modify Your Data, (ii) disclose Your Data except as compelled by law in accordance with Section 8.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (iii) access Your Data except to provide the Goods or Services, prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.5 Separate NDA. In the event of a conflict between the terms in this Section 8 and any Non-Disclosure Agreement (“**NDA**”) in place between You and Us, the terms of the NDA shall govern. In the event of a conflict between the terms in this Section 8 and our Privacy Policy, the terms of our Privacy Policy shall govern.

9. LIMITED WARRANTIES

9.1 Our Limited Warranty. Our sole warranty to You with respect to Goods and Services You purchase from Us our standard limited warranty included in our terms and/or with product shipment.

EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE GOODS AND SERVICES ARE PROVIDED "AS IS", AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. Furthermore, the Goods are not for use as the sole method of measuring or tracking temperature in products and articles that are perishable or could affect the health or safety of persons, plants, animals, or other living organisms, including but not limited to foods, beverages, pharmaceuticals, medications, blood and blood products, organs, flammable, and combustible products. You shall assure that redundant (or other primary) methods of testing and determining the handling methods, quality, and fitness of the articles and products should be implemented. Temperature tracking with this product, where the health or safety of the aforementioned persons or things could be adversely affected, is only recommended when supplemental or redundant information sources are used. You shall be responsible for proper use and storage of the Goods.

9.2 Remedies. As Your exclusive remedy and Our sole liability for any breach of the limited warranty You report to Us in writing during the warranty period, We will, at Our option and expense, either repair or replace the defective Goods or terminate this Agreement and refund the amount You paid for the Goods as provided in Section 12.4.

9.3 Third-Party Goods or Services. For any Third-Party Goods or Services You purchase or use, You must look exclusively to the warranties and remedies for breach of warranties, if any, provided to You by the third-party. We do not make any warranty or accept any liability for any warranty with respect to any Third-Party Goods or Services.

10. INDEMNIFICATION

You shall indemnify, defend, and hold harmless Us and Our Affiliates, and Our respective officers, directors, contractors, and agents, harmless from and against any claim made or brought against an indemnified party by a third-party alleging that Your Data or Your use of the Goods or Services in violation of this Agreement or the Terms constitutes a breach of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law, and shall indemnify each indemnified party for any damages finally awarded against, and for reasonable attorney's fees incurred by an indemnified party in connection with any such claim; provided, that We (i) promptly give You notice of the claim, (ii) give You control of that portion of the defense and settlement of the claim that relates to You (provided that You may not settle any claim unless the settlement unconditionally releases all indemnified parties of all liability), and (iii) provide to You all reasonable assistance at Our reasonable expense.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL WE BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR PERISHABLE PRODUCT SPOILAGE OR ISSUES ARISING FROM FOOD SAFETY IN CONNECTION WITH THE GOODS AND/OR SERVICES.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date You accept it by clicking “I AGREE” and continues until we are no longer providing You with any Services under this Agreement is terminated pursuant to Section 12.3 below.

12.2 Term of User Subscriptions. User subscriptions purchased by You commence on the start date specified in the Orders and continue for the subscription term specified in the Orders. Except as otherwise specified by Us, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.3 Termination. A party may terminate this Agreement for cause (i) upon 30-days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Furthermore, We may terminate your Services without cause. If we terminate your Services without cause, then we will give you 30 calendar days notice prior to the effective date of termination, after which your account will be deactivated and your Services will terminate. This means that we can decide to cease providing the Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we will refund any amounts you have paid in advance of the termination date.

12.4 Refund or Payment upon Termination. Upon termination of this Agreement We shall refund You any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination, except for termination for cause by Us under Section 12.3, in which case You shall pay any unpaid Fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any Fees payable to Us for the period prior to the effective date of termination.

12.5 Return of Your Data. We will maintain Your Data and Output for a period of 30 days after the effective date of termination of this Agreement to enable You to download Your Data and Output. After such time period, We shall have no obligation to maintain or provide access to any of Your Data or Output and may thereafter, unless legally prohibited, delete all of Your Data and Output in Our systems or otherwise in Our possession or under Our control.

12.6 Surviving Provisions. In the event of any termination or expiration of this Agreement, Sections 6 (Orders, Fees and Payment), 7 (Proprietary Rights), 8 (Confidentiality), 9 (Limited Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive such termination or expiration.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1 General. You are contracting with Locus Solutions, LLC, a company organized under the laws of the state of Wisconsin, USA with a mailing address of 14924 Corporate Road South, Jupiter, Florida 33478 You should direct all notices under this Agreement to the “Finance” at that address.

13.2 Governing Law. You agree that the substantive laws of the state of Delaware, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit arising out of or in connection with this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement

13.3 Equitable Relief. You acknowledge and agree that a breach or threatened breach by You of any of Your obligations under Sections 4.4, 4.6, 7.2, or 8 , would cause Us irreparable harm for which monetary damages would not be an adequate remedy and, therefore, in the event of such breach or threatened breach, We will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available to Us at law, in equity, or otherwise.

13.4 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) the second business day after mailing. Notices to You shall be addressed to the system administrator designated by You for Your account, and in the case of billing-related notices, to the relevant billing contact designated by You, or to the email address You provide to Us. You agree to provide Us with Your current email address at all times. By Your acceptance of this Agreement, You agree to have opted-in for the receipt of email communications pursuant to the provisions of the United States CAN-SPAM Act.

14. GENERAL PROVISIONS

14.1 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Goods or Services in violation of any U.S. export embargo, prohibition or restriction.

14.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.3 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.4 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.5 Attorney Fees. You shall pay on demand all of Our reasonable attorneys' fees and other costs incurred by Us to collect any Fees due Us under this Agreement. In any action arising out of or related to this Agreement, if the defendant is determined by a court of competent jurisdiction to have prevailed regarding the action, then the defendant shall be entitled to an award of its reasonable attorneys' fees and costs of defending the action.

14.6 Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving You (regardless of whether You are a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Our prior

written consent is required. No delegation or other transfer will relieve You of any of Your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of the foregoing is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

14.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between this Agreement and any other documents incorporated herein by reference, the former shall control and prevail. In the event of any inconsistency between the body of this Agreement and any exhibit, schedule, appendix, or addendum hereto, the latter shall control and prevail.

14.8 Amendment. No amendment to or modification of, or rescission, termination or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to, or rescission, termination or discharge of, this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.9 Authority. By signing this Agreement or entering into this Agreement via electronic means of transmission, You accept this Agreement and agree to its terms and conditions. If you are accepting this Agreement on behalf of an entity, You represent that You have the authority to bind such entity to these terms and conditions. The terms "You" or "Your" shall refer to such entity. If You do not have such authority, or if You do not agree to these terms and conditions, You must not accept this Agreement and may not use the Services. Your use of the Services is conditioned on Your acceptance of this Agreement and Your compliance with the terms and conditions provided herein.