

LogTrade Logistics as a Service ("SaaS") Beta Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICES OR BY CLICKING THE "I ACCEPT" BUTTON AT THE END OF THE AGREEMENT, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE AGREEMENT AND REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THE AGREEMENT ON BEHALF OF THE ENTITY PARTICIPATING IN THE BETA TRIAL. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE SERVICES AND SHOULD CANCEL OPERATION OF THE SERVICES.

THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO ANY AND ALL USE OF THE SERVICES BY YOU AND PARTICIPANT AND YOU AND PARTICIPANT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS REGARDLESS OF THE TYPE OF USE OF THE SERVICES.

This LogTrade Logistics SaaS Beta Agreement, as amended from time to time, (the "**Agreement**") is between you or the entity you represent ("**Participant**") and LogTrade Technology Inc. with its principal place of business at 470 Ramona Street, Palo Alto, California ("**LogTrade**").

1. Definitions

As used in this Agreement, the following terms shall have the following meaning:

1.1 "**Beta Test**" means the testing and evaluation of the Services by Participant during the Term.

1.2 "**Content**" means the audio and visual information, documents, software, products, and services made available to Participant in the course of using the Services.

1.3 "**Participant Data**" means any data, information or material provided, input or submitted by Participant or its Users to the Services in the course of using the Services.

1.4 "**Effective Date**" means the date upon which the Participant clicks an "I Accept" button at the end of the Agreement or, if earlier, when Participant accesses or uses any of the Services.

1.5 "**Intellectual Property Rights**" means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.6 "**Services**" means LogTrade's online tracking software services, developed by LogTrade or its affiliates, accessible via www.logtrade.se or ancillary online or offline products and services provided to Participant by LogTrade, to which Participant is being granted access for the Beta Test under this Agreement, including the LogTrade Technology and the Content.

1.7 "**Third Party Vendor(s)**" means any third party provider of products or services to Participant.

1.8 "**Third Party Vendor Data**" means any data, information or material provided or submitted to LogTrade by a Third Party Vendor.

1.9 "**User(s)**" means Participant employees, representatives, consultants, contractors, or agents who are authorized to use the Services and have been supplied user identifications and passwords by Participant (or by LogTrade at Participant's request).

1.10 "**LogTrade Technology**" means all of LogTrade's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Participant by LogTrade in providing the Services.

2. Use of the Services

2.1 Subject to the terms and conditions of this Agreement, LogTrade hereby grants Participant a nonexclusive, nontransferable, nonsublicenseable, revocable, limited right to access and use the Services, solely as part of, and in connection with, the Beta Test. All rights not expressly granted to Participant herein are reserved by LogTrade and its licensors.

2.2 Participant may not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify, alter, tamper with, repair or make derivative works based upon the Services or the Content; (iii) create Internet "links" to the Services or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) reverse engineer, disassemble, decompile, translate or reproduce the Services; or (v) access the Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services.

2.3 Participant may use the Services only as part of, and in connection with, the Beta Test and shall not: (i) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Services, (ii) circumvent any user limits or other timing, use or functionality restrictions built into the Services, (iii) remove any proprietary notices, labels, or marks from the Services, (iv) Use any LogTrade trademark, logo or mark except as expressly permitted herein; (v) frame or mirror any content forming part of the Services, (vi) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (viii) send or store material

containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (ix) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (x) attempt to gain unauthorized access to the Services or its related systems or networks.

2.4 LogTrade will not provide any support or services to Participant pursuant to this Agreement other than access to the Services as detailed herein. Any provisioning of such other support or services to Participant is subject to separate agreement thereon between LogTrade and Participant.

3. Participant Responsibilities

3.1 Participant shall (i) provide LogTrade with information as to any errors or defects found by Participant in the Services; (ii) inform LogTrade of any suggested changes, modifications or improvements to the Services; and (iii) provide LogTrade with all information and documentation necessary for LogTrade to evaluate the results of the Beta Test (collectively, the "**Beta Test Data**").

3.2 Participant is responsible for all activity occurring under Participant's User accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Participant's use of the Services, including those related to data privacy, data security and the transmission of technical or personal data.

3.3 Participant is solely responsible for the development, content, operation, maintenance, and use of Participant Data, including but not limited to: (i) the technical operation of Participant Data; (ii) compliance of Participant Data with the law; (iii) any claims relating to Participant Data; and (iv) properly handling and processing notices sent to Participant (or any of Participant's affiliates) by any person claiming that Participant Data violate such person's rights.

3.4 Participant is responsible for properly using the Services and taking steps to maintain appropriate security, protection and backup of Participant Data, which may include the use of encryption technology to protect Participant Data from unauthorized access and routine archiving Participant Data. Participant shall: (i) safeguard all passwords relating to the Services, keep all such passwords strictly confidential and provide such passwords only to authorized employees or personnel who need to know such information for the purpose of using the Services; (ii) notify LogTrade immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to LogTrade immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Participant or Participant Users; and (iv) not impersonate another LogTrade user or provide false identity information to gain access to or use the Services.

3.5 Any breach of Participant's obligations under this Agreement will be deemed a material breach.

4. Account Information and Data

LogTrade does not own any Participant Data or Third Party Vendor Data. Participant consents to LogTrade's use of Participant Data to provide the Services to Participant and LogTrade's use of aggregated and anonymized Participant Data for marketing and data analysis purposes. Participant shall obtain the consent of its vendors and customers, if any, whose data is included in Participant Data to such use by LogTrade. Participant, not LogTrade, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Participant Data and Third Party Vendor Data, and LogTrade shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Participant Data or Third Party Vendor Data. LogTrade may disclose Participant Data and Third Party Vendor Data to provide the Services to Participant or to comply with any request of a governmental or regulatory body (including subpoenas or court orders), and LogTrade may disclose aggregated and anonymized Participant Data and Third Party Vendor Data for marketing and data analysis purposes. Upon termination, Participant's right to access or use Participant Data through the Services immediately ceases, and LogTrade shall have no obligation to maintain or forward any Participant Data and may delete such Participant Data immediately upon termination. Any post-termination data retrieval assistance from LogTrade is subject to separate agreement between LogTrade and Participant.

5. Intellectual Property Ownership

5.1. This Agreement is not a sale and does not convey to Participant any rights of ownership in or related to the Content, the Services, the LogTrade Technology or the Intellectual Property Rights owned by LogTrade. LogTrade's name, LogTrade's logo, and the product names associated with the Services are trademarks of LogTrade or third parties (collectively, the "**LogTrade Trademarks**"), Participant agrees not to use the LogTrade Trademarks for any purpose or to take any actions which are harmful to or inconsistent with LogTrade's rights in and to the LogTrade Trademarks. Participant acknowledges and agrees that LogTrade (and its licensors, where applicable) shall exclusively own and retain all right, title, and interest, including but not limited to all Intellectual Property Rights, in and to the LogTrade Technology, the Content and the Services and any Beta Test Data and other suggestions, ideas, enhancement requests, feedback, recommendations, and other information provided by Participant or any other party relating to the Services, and any derivatives, modifications and improvements of any of the foregoing. To the extent any Intellectual Property Rights in or to any of the foregoing vest in Participant, Participant does hereby assign all right, title and interest therein to LogTrade, irrevocably and for valid consideration which is hereby acknowledged and received; provided, that if such Intellectual Property Rights are not assignable by Participants, then Participant hereby grants LogTrade a non-exclusive, perpetual, royalty-free, sublicensable and irrevocable worldwide license to use such Intellectual Property Rights internally and for further development and commercialization of the Services.

5.2. Participant agrees not to use any Content or the Intellectual Property Rights of LogTrade, and shall restrict its affiliates and sublicensees from using the Content or the Intellectual Property Rights of LogTrade, for purposes of challenging the validity of, or LogTrade's ability to use and exploit, the Content, the Services and the Intellectual Property Rights of LogTrade.

6. Third Party Interactions

6.1 During use of the Services, Participant may enter into correspondence with, purchase goods and/or services from, or participate in promotions of Third Party Vendors showing their goods and/or services through the Services. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between Participant and the applicable Third Party Vendor. LogTrade shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between Participant and any such Third Party Vendor. Participant shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Third Party Vendor Data, and LogTrade shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Third Party Vendor Data. LogTrade does not endorse any sites on the Internet that are linked through the Services. LogTrade provides these links to Participant only as a matter of convenience, and in no event shall LogTrade or its licensors be responsible for any content, products, or other materials on or available from such sites. LogTrade provides the Services to Participant pursuant to the terms and conditions of this Agreement. Participant recognizes, however, that certain Third Party Vendors may provide ancillary software, hardware, or services that may require Participant's agreement to additional or different license or other terms prior to Participant's use of or access to such software, hardware or services.

6.2 A portion of the Services may be provided by a third party. LogTrade will not be responsible for the actions or omissions of any third party.

7. Term; Termination

7.1 This Agreement commences on the Effective Date and shall continue for a period of one hundred eighty (180) days (the "**Term**"), unless otherwise terminated earlier as provided herein.

7.2 This Agreement may be terminated at any time by LogTrade or by Participant, without any notice period. LogTrade, in its sole discretion, may terminate Participant's password, account or use of the Services at any time. Participant agrees and acknowledges that LogTrade has no obligation to retain the Participant Data, and may delete such Participant Data immediately upon termination. Any post-termination data retrieval assistance from LogTrade is subject to mutual agreement between LogTrade and Participant; provided, however, the parties are in no way obligated to come to such an agreement.

8. Confidentiality

The Services and the Content are confidential and proprietary to LogTrade and its licensors. Participant agrees not to disclose any part of the Services, the Content or any information relating to the Services (including without limitation the results of use or the Beta Test Data) to any third party without LogTrade's prior written permission. Participant acknowledges and agrees that unauthorized use or disclosure of such information would cause irreparable harm and significant injury to LogTrade that would be difficult to ascertain; accordingly Participant agrees that LogTrade shall have the right to obtain injunctive or other equitable relief to enforce obligations under this Agreement without limiting any other rights or remedies.

9. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

10. Indemnification

Participant will defend, indemnify, and hold harmless LogTrade, LogTrade's affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Participant's or any User's use of the Services; (b) breach of this Agreement or violation of applicable law by Participant or any User; or (c) allegations that the use of the Participant Data or Third Party Vendor Data infringes the rights of, or has caused harm to, a third party. If LogTrade or LogTrade's affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, Participant will also reimburse LogTrade for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process.

11. Disclaimer of Warranties

11.1 LOGTRADE DOES NOT SUPPORT THE SERVICES OR THE CONTENT. LOGTRADE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. THE SERVICES AND ALL CONTENT ARE PROVIDED TO PARTICIPANT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LOGTRADE AND ITS LICENSORS.

11.2 PARTICIPANT ACKNOWLEDGES AND AGREES THAT: (A) THE SERVICES ARE NOT IN FINAL FORM, HAVE NOT BEEN RELEASED FOR SALE BY LOGTRADE AND MAY CONTAIN DEFECTS, ERRORS, DESIGN FLAWS OR OTHER PROBLEMS WHICH CANNOT OR WILL NOT BE CORRECTED; (B) THE USE OF THE SERVICES MAY NOT BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) ANY STORED DATA MAY NOT BE ACCURATE OR RELIABLE; (D) THE SERVICES OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY PARTICIPANT THROUGH THE SERVICES MAY NOT MEET PARTICIPANT'S REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE MAY NOT BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE

SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

12. Limitation of Liability

IN NO EVENT SHALL LOGTRADE OR LOGTRADE'S LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS AGREEMENT; (B) THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES; (C) THE CONTENT; OR (D), ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE SERVICES OR CONTENT; EVEN IF LOGTRADE OR LOGTRADE'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Territory/No Export

13.1 Participant acknowledges and agrees that the software and Services shall not be used, and none of the underlying information may be transferred or otherwise exported outside the United States (the "**Territory**"). By using the Services, Participant represents and warrants that Participant's use of the Services is located solely in the Territory.

13.2 LogTrade and its licensors make no representation that the Services are appropriate or available for use outside the Territory. Any use of the Services outside of the Territory or diversion of the Services, Content or Participant Data contrary to United States law is prohibited. Participant is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

14. Modification to Terms

LogTrade reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. Participant is responsible for regularly reviewing this Agreement. Continued use of the Services after any such changes shall constitute Participant's consent to such changes.

15. Assignment

This Agreement may not be assigned by Participant without the prior written approval of LogTrade.

16. General

16.1 This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The parties irrevocably submit to the jurisdiction of the federal

courts sitting in the Northern District of California or any California state courts in the counties of San Francisco or Santa Clara, for the purpose of any suit, action or proceeding arising out of this Agreement. The parties hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.

16.2 LogTrade may provide Participant with notice, including notice regarding changes to the terms of this Agreement, or the termination hereof, by email, by regular mail or by postings on the Services. Notices provided by LogTrade by posting on the Services will be effective upon posting, and notices sent by email or regular mail will be effective when sent by LogTrade. Participant may give notice to LogTrade at any time by personal delivery, overnight courier or registered or certified mail delivered to LogTrade at the address set out in the Preamble above, or by email to info@logtrade.se. Notices provided by Participant shall be deemed effective when received by LogTrade.

16.3 No text or information set forth on any other document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Participant and LogTrade as a result of this Agreement or the use of the Services. The failure of LogTrade to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LogTrade in writing. This Agreement comprises the entire agreement between Participant and LogTrade and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.