

**FREIGHTWAVES, INC., d/b/a SONAR  
SONAR AGREEMENT**

This SONAR Agreement (“**Agreement**”) contains the terms and conditions governing the right of FreightWaves’ customers (each, a “**Customer**” or generally “**Customers**”) to use FreightWaves’ SONAR data platform or to use an API to download SONAR data (“**SONAR**”) as authorized in Customer’s SONAR Order Form(s) (“**Order Form**”). In return for the License granted herein, Customer agrees to comply with this Agreement and any terms and conditions in an applicable Order Form.

**1. Grant of Rights**

- a. License.** For each FreightWaves Customer subscribing to SONAR, FreightWaves hereby grants a non-exclusive, revocable, non-transferable license to access and use SONAR. Customer may use SONAR solely for its internal business purposes and not for the benefit of any third party. Provided however, that Customer’s utilization of SONAR to perform analysis, formulate or adjust Customer’s pricing to third parties, develop internal benchmarking or Models or similar activities that may indirectly benefit third parties, will not be considered a violation of Customer’s usage rights so long as SONAR data is not exposed or provided to the third party other than as integrated into such models, methodologies, engines, tools, benchmarking and analyses (“**Models**”), and Customer takes reasonable steps to ensure that Customer’s Models cannot be reverse engineered to produce a reasonable facsimile of SONAR or SONAR data.
- b. Restrictions on Use.** Customer may not use SONAR for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of SONAR or compete with SONAR. Except as permitted in Models, Customer may not use or exploit SONAR data in the construction of benchmarks or indices, whether tradable or non-tradable. Customer may not sub-license SONAR to or share SONAR with any third parties without FreightWaves’ express, prior written permission. Customer shall not access SONAR through any medium that FreightWaves has not authorized in writing. Unauthorized access or use of SONAR is unlawful and FreightWaves and its suppliers shall have all rights provided by applicable laws and regulations to prevent such access or use and to collect damages in any such event. Customer agrees to notify FreightWaves in writing promptly upon becoming aware of any unauthorized access or use. Customer shall not share, recompile, decompile, disassemble, reverse engineer, deanonymize, or make or distribute any other form of, or any derivative work from, SONAR. The analysis and presentation included in SONAR shall not be recirculated, redistributed or published by Customer without the prior written consent of FreightWaves and, where necessary, with certain sources of the information included in SONAR.
- c. Updates.** FreightWaves from time to time in its sole discretion will develop and implement updates and changes to SONAR, which may include upgrades, bug fixes, patches, other error corrections, new data feeds and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Customer agrees that FreightWaves has no obligation to continue to provide or enable any particular features or functionality or data sets.

**2. Term**

Customer shall have a right to use SONAR for the term specified on the Order Form (the “**Term**”) except that FreightWaves shall have the right to terminate this Agreement at any time immediately upon written notice to Customer if Customer breaches any provision of

this Agreement. Upon termination of this Agreement for any reason whatsoever, Customer shall immediately cease use of SONAR.

### 3. Fees

Customer agrees to pay FreightWaves the License Fees and/or other fees set forth on the Order Form ("**Fees**") together with any applicable taxes for SONAR. Amounts delinquent more than 30 days shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law. FreightWaves reserves the right to suspend or terminate Customer's access to SONAR if Customer fails to pay any required amounts when due. All Fees are non-refundable.

### 4. Data Obligations; Uploading

- a. **Prohibition on Distribution.** Without FreightWaves' prior written consent, Customer shall not share or distribute SONAR related data or reference FreightWaves or any of FreightWaves' Affiliates in any print, electronic or other medium.
- b. **FreightWaves Data Rights.** FreightWaves shall have the right to use any data provided or uploaded to FreightWaves by Customer for FreightWaves' internal purposes to improve FreightWaves' products and services. FreightWaves shall have the right to collect, analyze, and derive data and other information relating to the provision, use, and performance of various aspects of SONAR and related systems and technologies.
- c. **Restriction on Sending Personal Data.** Use of SONAR by Customer does not necessitate FreightWaves having any Personal Data from Customer, except for limited name and business contact information in connection with billing and access credentialing for SONAR ("**Ancillary Data**"). Except for Ancillary Data, Customer shall not, and shall ensure that no person affiliated with Customer shall, send, transmit, upload or otherwise communicate any Personal Data to SONAR or FreightWaves. "**Personal Data**" is defined as information relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. If Customer becomes aware of Personal Data in SONAR, Customer shall notify FreightWaves immediately and destroy all such data in Customer's possession. Any Personal Data is excluded from the license rights granted in this Agreement. Customer shall defend, indemnify and hold harmless FreightWaves, its Affiliates, and its and their respective employees, officers, managers, owners and advisors from and against any loss, claim, demand, fine, penalty, damages or expense (including reasonable attorneys' fees) ("**Losses**") incurred in connection with any violation by Customer of this subsection.
- d. **Feedback.** Customer may, from time to time, voluntarily make known to FreightWaves suggestions, enhancement requests, techniques, know-how, comments, feedback, or other input to FreightWaves with respect to SONAR (collectively, "**Suggestions**"). Suggestions and any service, product, technology, enhancement, documentation, or other development incorporating or derived from any Suggestion is property of FreightWaves.

### 5. Warranties and Limitations of Liabilities

- a. **Customer's Representations.** Each time Customer uses SONAR, Customer shall be deemed to represent, warrant and covenant to FreightWaves and its Affiliates that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; (ii) its use of SONAR complies with all applicable laws, rules and regulations including, but not limited to, export and import laws and regulations, (iii) any person signing the Order Form on behalf of Customer has full legal and corporate authority to do so; and (iv) neither it nor any individual, entity, or organization holding any material ownership interest in it, nor any of its officers or directors is an individual, entity, or

organization with whom applicable law prohibits a United States company or individual from dealing (including but not limited to names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List).

- b. FreightWaves' Representations.** FreightWaves represents that: (i) SONAR is in compliance with any applicable law, rule, or regulation pertaining to the development and distribution of SONAR; (ii) FreightWaves has the authority to grant the rights and licenses to Customer as set forth in this Agreement; and (iii) FreightWaves has implemented reasonable processes and procedures to prevent the introduction of malicious code or software into SONAR.
- c. Disclaimer of Warranties.** FreightWaves and its Affiliates make no warranty, express or implied, as to results to be attained by the Customer or others from the use of SONAR and FreightWaves shall have no liability for any use Customer makes of data from SONAR. Customer is responsible for the selection and use of, and results obtained from, SONAR. To the maximum extent permitted by law, FreightWaves and its Affiliates and their respective third party suppliers shall not be responsible for or have any liability for any injuries or damages caused by delays or interruptions of SONAR, from whatever cause. Customer is solely responsible for determining the accuracy and adequacy of the data and information used by it and the resultant output thereof. RECIPIENT AGREES AND ACKNOWLEDGES THAT ACCESS TO SONAR IS PROVIDED ON AN "AS-IS", BASIS AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.
- d. Limitation of Liability.** NEITHER PARTY TO THIS AGREEMENT NOR ITS AFFILIATES OR (IN THE CASE OF FREIGHTWAVES) ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE AND LOST SAVINGS IN ANY THEORY OF LIABILITY. THE MAXIMUM LIABILITY OF FREIGHTWAVES, ANY AFFILIATE OF FREIGHTWAVES AND ANY THIRD PARTY SUPPLIER OF FREIGHTWAVES FOR DAMAGES UNDER THIS AGREEMENT SHALL BE THE TOTAL AMOUNT OF FEES PAID OR PAYABLE PURSUANT TO AN ORDER FORM BY CUSTOMER TO FREIGHTWAVES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE SUCH LIABILITY OR DAMAGES ARE ASSESSED. IF ANY PORTION OF THIS SECTION, WARRANTIES AND DISCLAIMERS OF LIABILITIES, IS RULED TO BE UNENFORCEABLE BY AN APPLICABLE AUTHORITY THEN FREIGHTWAVES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- e. Indemnification.** Customer shall defend, indemnify, and hold harmless FreightWaves and the Covered Entities against any Losses arising in connection with a breach of this Agreement by Customer or the use of SONAR by Customer.
- f. Force Majeure.** Neither party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected such as governmental actions, acts of war or terrorism, fires, explosions, earthquakes, floods, severe storms, or pandemic. No action, regardless of form, arising out of or pertaining to SONAR may be brought by Customer more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if

and to the extent such limitation would violate applicable law. This subsection shall not excuse any delay in payments.

## 6. Remedies

If Customer or any of its employees, representatives or Affiliates breaches or threatens to breach any provision of this Agreement, FreightWaves shall be entitled to injunctive relief to enforce the provisions of this Agreement, but nothing in this Agreement shall preclude FreightWaves from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event of a breach of this Agreement by Customer which is uncured for more than 30 days FreightWaves may, at its option, accelerate all amounts due under the Order Form. If FreightWaves prevails in any action based upon a breach of any provision of this Agreement or the Order Form then FreightWaves shall be entitled to recover from Customer all reasonable costs, expenses and attorneys' fees incurred in connection with such action. As reasonable protection of the proprietary rights of FreightWaves and others in the information provided through SONAR, to avoid breach of FreightWaves' obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, Customer acknowledges and agrees that the dissemination or distribution by Customer of information identical or similar to that provided through or derived in whole or in part from SONAR shall be deemed a material breach of this Agreement and shall give rise to an immediate right of FreightWaves to terminate this Agreement and Customer's rights to SONAR.

## 7. Parties

- a. **Relevant Parties.** Customer recognizes that (i) FreightWaves, (ii) its Affiliates, (iii) the respective partners and third party suppliers of FreightWaves and its Affiliates, and (iv) the respective affiliates of the entities covered in subparagraph (iii) ((iii) and (iv) together, the "**Covered Entities**"), each have rights with respect to SONAR, including the software, data, information and other items provided by FreightWaves and its Affiliates by reason of Customer's use of SONAR. Providers of third party content may retain title and ownership of third party content and are third party beneficiaries of this Agreement. References to an entity's "**Affiliates**" in this Agreement shall refer to any entity that it controls, is controlled by, or is under common control with the first entity.
- b. **Use of Third Parties.** Customer acknowledges and agrees that FreightWaves may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to one or more third parties or to an Affiliate.

## 8. Proprietary Rights

- a. **Proprietary Rights to SONAR.** The Customer acknowledges that the data associated with SONAR was developed, compiled, prepared, revised, selected and/or arranged by FreightWaves and its third party suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and Intellectual Property of FreightWaves and its third party suppliers. "**Intellectual Property**" shall mean patents, copyrights, trademarks, trade secrets and other intellectual property and proprietary rights. Customer agrees to protect the Intellectual Property of FreightWaves and all others having rights in SONAR during and after the Term. Customer acknowledges and agrees that it has no ownership rights in and to SONAR and that no such rights are granted under this Agreement. Customer shall honor and comply with all written requests made by FreightWaves or its suppliers to protect their and others' contractual, statutory and common law rights and Intellectual Property in SONAR with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Customer agrees to notify FreightWaves in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that SONAR infringes upon any copyright, trademark, or other contractual, statutory or common law

rights. Neither party shall use the other party's trademarks: (i) as part of that party's own trademarks or those of any third parties; (ii) in a manner that is likely to cause confusion; or (iii) in a manner that implies inaccurately that a party sponsors, endorses or is otherwise connected with the other party's activities, products or services.

- b. **Use of Marks.** The Customer shall not use any of FreightWaves' or its Affiliates' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Customer, and Customer acknowledges that it has no ownership rights in and to any of these names and marks. Customer acknowledges that it has no ownership rights in and to any of these names and marks. FreightWaves shall not use Customer's (or its Affiliates') names, trademarks or service marks in any advertising, publicity, press release, or other promotional endeavor, including any customer list, web site or other materials distributed to its customers or potential customers, without Customer's written consent.

## 9. Confidentiality

Except as otherwise expressly provided herein, each party will keep confidential, any information or data that is confidential or proprietary nature, that is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, customer lists, products and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) any customers, suppliers and manufacturing parties, (iii) plans for products or services, and customer or supplier lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets and know-how or other intellectual property of the Disclosing Party; and (vi) any other information that should reasonably be recognized as confidential information of the Disclosing Party ("**Confidential Information**"). For purposes of this Agreement, the "**Disclosing Party**" shall mean the party disclosing the Confidential Information, and the "**Receiving Party**" shall mean the party receiving the Confidential Information. Receiving Party will not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) is or becomes generally available to the public, other than as a result of a disclosure by the Receiving Party or its affiliates, directors, officers, independent contractors, employees or advisors, in violation of this Agreement; (ii) is already in the Receiving Party's or its affiliates, directors, officers, independent contractors, employees or advisors, possession on a non-confidential basis at the time of disclosure, (iii) becomes available to Receiving Party or its affiliates, directors, officers, independent contractors, employees or advisors from a source not known by the Receiving Party after reasonable inquiry to be in violation of any other obligation of confidentiality or nonuse to the Disclosing Party with respect to such information, and (iv) is independently developed by or on behalf of the Receiving Party or its affiliates, directors, officers, independent contractors, employees or advisors.

## 10. Miscellaneous

- a. **Assignment by Customer.** Customer shall have the right to assign this Agreement or the rights hereunder only with the prior, written consent of FreightWaves, which consent will not be unreasonably withheld or delayed. Notwithstanding any assignment, Customer will remain responsible for any act or omission by any assignee.
- b. **Assignment by FreightWaves.** FreightWaves may assign this Agreement to: (i) a successor in interest in the event of a merger, acquisition, change of control,

reorganization, or sale of all or substantially all of the assets of FreightWaves; or (ii) to an Affiliate of FreightWaves.

- c. **Complete Agreement.** This Agreement, together with the Order Form, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter and supersedes any oral or written communications or representations or agreements. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by both parties.
- d. **Severability.** FreightWaves and Customer intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.
- e. **Governing Law.** This Agreement and the legal relations among the parties shall be governed by and construed in accordance with the laws of the State of Tennessee regardless of the laws that might otherwise govern under applicable choice-of-law principles.
- f. **Venue for Dispute Resolution.** The parties agree to submit to the federal and state courts having jurisdiction in Hamilton County, Tennessee in connection with any matters arising out of this Agreement and not to assert a defense of forum non-conveniens or sovereign immunity doctrines in connection with any action.
- g. **Survival.** Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration.
- h. **Interpretation.** For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any assumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- i. **Notices.** Any notice or other communication to be given by Customer must be in writing and shall be delivered personally, by certified mail, return receipt requested, or by a nationally recognized overnight delivery service where delivery includes an acknowledgment of receipt. Notices to FreightWaves must be sent to: FreightWaves, Inc. d/b/a SONAR, Attn Legal Dept, 605 Chestnut Street, Suite 800, Chattanooga, Tennessee, 37450, USA. An electronic copy of all such notices shall be simultaneously sent to FreightWaves at [notice@goonar.com](mailto:notice@goonar.com). All notices or other communications to be given to Customer by FreightWaves shall be sent to the Billing Contact Email address listed on Customer's Order Form.