

## PLATFORM SUBSCRIPTION AGREEMENT

This **Platform Subscription Agreement** (“Agreement”) is entered into by and between Renaissant, Inc. (“Renaissant”), and yourself (“Customer” or “you”), for the provision of services through the Renaissant platform in accordance with the following terms and conditions.

**BY ACCEPTING THIS AGREEMENT, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you do not agree to the terms of this Agreement, Renaissant is not willing to grant any right to use or access the Platform to you.** When used herein the term “Agreement” includes the body of this Agreement and all addendums, exhibits, and attachments hereto or referenced herein, and Renaissant’s Privacy Policy (available at <https://renaissant.com/privacy/>) and Terms of Use (available at <https://renaissant.com/privacy/>) (collectively, the “Policies”). In the event of any irreconcilable conflict between the following body of this Agreement, the Policies, and/or an addendum, exhibit, schedule, Statement of Work, or other attachment, the terms set forth in the body of this Agreement will govern. Renaissant and Customer may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

**IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL HEREAFTER REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU ARE HEREBY NOT PERMITTED AND MAY NOT USE THE PLATFORM (OR ANY OTHER TECHNOLOGY, SERVICES, CONTENT, OR PRODUCTS OFFERED BY RENAISSANT) IN ANY MANNER.**

**1. Term.** This Agreement shall commence upon Customer’s first use of the Platform (the “Effective Date”) and continue in full force until otherwise terminated in accordance with Section 10 (the “Term”).

### **2. Platform**

**2.1 Platform Access.** Subject to the terms and conditions of this Agreement, including Customer’s payment of all relevant fees, Renaissant grants to Customer a non-exclusive, non-transferable, non-sublicensable subscription to access and use the Driver Management module of Renaissant’s logistics platform (the “Platform”) and Documentation during the Term at the Customer’s authorized site location(s) (each a “Site”). The Platform provides Customer with an online portal and associated tools to allow Customer to manage it’s drivers and receiving operations at its Sites. “End Users” means Customer’s employees, contractors, and representatives who are authorized to access and use the Platform on Customer’s behalf. If Customer is required to agree to any third-party software licenses or other third-party terms and conditions, Customer shall be responsible for complying with such third-party terms and conditions and for compliance by its End Users. Renaissant does not control, and will under no circumstances be liable or responsible for, any use of the Platform in conjunction with any content, hardware, software, technology, or services not provided by Renaissant (“Third Party Items”). All such use will be at Customer’s sole risk and liability. The ability to use Third Party Items in connection with the Platform does not imply any endorsement by, and Renaissant makes no representations or warranties with respect to, any Third Party Items.

**2.2 Restrictions.** Customer and its End Users may only use the Platform at the Sites and as described in this Agreement and in the then-current documentation, specifications, and instructions regarding the Platform, including online help screens contained within the Platform, made generally available by Renaissant to its customers and modified from time to time (the “Documentation”). Customer is responsible for ensuring its End Users comply with all relevant terms of this Agreement, and any and any failure to comply will constitute a breach by Customer. Except as expressly authorized by this Agreement, Customer will not, and will not allow any End User or other third party to, (a) permit any third party to access or use the Platform other than an End User, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Platform, except to the extent expressly permitted by Applicable

Law, (c) use the Platform or any Renaissant CI to develop a competing product or service, (d) use, or allow the transfer, transmission, export, or re-export, of the Platform or portion thereof, in violation of any export control laws, or (e) remove or modify any copyright, trademark, proprietary rights, disclaimers, or other marks included or embedded in the Documentation or Platform. Renaissant reserves the right to modify the Platform for any reason, without notice and without liability to Customer, to comply with Applicable Law.

**2.3 Support.** During the Term, Renaissant will provide Customer with reasonable support in connection with Customer’s authorized use of the Platform during Renaissant then-current business hours. Renaissant will provide Customer with Platform updates and bug fixes that Renaissant in its sole discretion makes generally available to its other similarly situated customers at no charge. However, Customer shall not be entitled to receive updates or new releases that include new or different functionality for which Renaissant imposes an additional charge to its customers. New or different functionality may be purchased by Customer, in its discretion, at Renaissant then-current pricing. Renaissant will use commercially reasonable efforts to correct reproducible failures of the Platform to perform in substantial accordance with the then-current Documentation.

**2.4 Availability.** Renaissant shall take commercially reasonable measures to ensure the Platform is available for access and use by Customer and End Users at all times, except during regularly scheduled and emergency maintenance. In the event the Platform is unavailable, Renaissant shall take commercially reasonable measures to correct the interruption as promptly as practicable.

**2.5 Customer Responsibilities.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including hardware, software, systems, servers, telecommunication and Internet connections, and the like. Customer shall also be responsible for maintaining the security of the foregoing equipment and services and Customer’s login information, passwords and files. Customer is responsible for all uses of Customer and End User accounts with or without Customer’s knowledge or consent and for preserving and making adequate backups of its data.

### **3. Platform Fees**

**3.1 Fees and Payment Terms.** For fee schedule, please see attached Statement of Work 1 (“SOW 1”). Customer agrees to pay

Renaissant an Implementation Fee as outlined in SOW 1. A deposit of the Implementation Fee is required to secure position in Renaissant's integration backlog. The remaining Implementation Fee will be invoiced at the Go Live Date. Customer agrees to pay Renaissant's subscription fees associated with the Platform, as outlined in SOW 1. Customer may require hosting and storage services located in Canada. If Customer chooses Canadian hosting and data storage, there will be an additional monthly Canadian charge as outlined in SOW 1. Except as specifically provided hereunder, all fees are non-refundable. Customer will pay all invoices within thirty (30) days of invoice date. Overdue payments will be subject to late charges equal to the lesser of (a) one and one half percent (1.5%) per month the overdue amount, or (b) the maximum amount permitted under Applicable Law. Renaissant may increase fees annually by providing thirty (30) days advanced notice to Customer prior to the commencement of the applicable fee increase.

**3.2 Taxes.** Customer shall be responsible for those sales, use, and similar taxes associated with its use of the Platform, excluding taxes based on Renaissant's real property, personal property, income, personnel, or similar taxes not directly based on Customer's use or consumption of the Platform.

**4. Beta Functionality.** Renaissant may designate certain functionality of the Platform as "Beta Functionality." Customer acknowledges and agrees that Beta Functionality will be experimental and will not have been fully tested, and will not be appropriate for production use. Customer's use of Beta Functionality will be (a) solely for purposes of evaluating and testing the new functionality and providing feedback to Renaissant; and (b) subject to all terms and conditions herein relating to the Platform. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BETA FUNCTIONALITY IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer waives any and all claims, now known or later discovered, that Customer may have against Renaissant and its vendors and licensors arising out of Customer's use of the Beta Functionality.

## **5. Representations and Warranties**

**5.1 Customer Warranty.** Customer represents and warrants that: (a) it has full power, capacity, and authority to enter into this Agreement and to grant the licenses set forth herein; (b) the Customer Data does not and will not infringe the intellectual property ("IP"), publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of any applicable foreign, federal, state, or local laws, rules, or regulations (including applicable policies and laws related to spamming, privacy, or consumer protection) (collectively, "Applicable Law"); and (c) its use of the Platform will be in compliance with all Applicable Law.

**5.2 Renaissant Warranty.** Renaissant represents and warrants that: (a) it has full power, capacity, and authority to enter into this Agreement; (b) the Platform will substantially comply with the Documentation; (c) it shall use commercially reasonable efforts to screen the Platform for viruses, Trojan horses, worms, and other similar intentionally harmful or destructive code; and (d) it shall comply with Applicable Law in performing this Agreement. In the event of a breach of the warranty in this Section, Renaissant's sole and exclusive liability and Customer's sole and exclusive remedy

will be for Renaissant to use commercially reasonable efforts to correct the defect in the Platform.

**5.3 Disclaimer of Warranties.** EXCEPT AS PROVIDED IN SECTION 5.2, THE PLATFORM IS PROVIDED "AS IS," "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN SECTION 5.2, RENAISSANT AND ITS VENDORS AND LICENSORS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR NON-INFRINGEMENT. RENAISSANT DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED, OR THAT ANY DATA PROVIDED BY RENAISSANT OR THROUGH THE PLATFORM WILL BE ACCURATE OR COMPLETE. THE PLATFORM MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT RENAISSANT AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR SOFTWARE MAY BE TRANSFERRED OVER THE INTERNET; AND (B) UNAUTHORIZED USERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, PROPERTIES, OR SYSTEMS. RENAISSANT WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

## **6. Proprietary Rights; Customer Data**

**6.1 Platform.** Customer acknowledges and agrees that (a) the Platform is protected by IP rights, as applicable, of Renaissant and its vendors and licensors and that Customer has no right to transfer or reproduce the Platform or prepare any derivative works with respect to, or disclose CI pertaining to, the Platform or any part thereof, and (b) as between the Parties, Renaissant owns all right, title, and interest in and to the Platform, including any changes or modifications made to the Platform, together with any and all ideas, processes, techniques, designs, architecture, user interfaces, and "know-how" embodying the Platform and any reporting, record databases, engineering and research data, and proprietary protocols contained in or accessible through the Platform. Under no circumstances will Customer be deemed to receive title to any portion of the Platform, title to which at all times will vest exclusively in Renaissant. Customer will not use any Renaissant IP, data, or CI to contest the validity of any IP rights of Renaissant or its licensors, and any such use of the foregoing will constitute a material, non-curable breach of this Agreement.

**6.2 Customer Data.** As between Customer and Renaissant, Customer shall own all right, title, and interest in and to the data Customer and/or its End Users load into the Platform ("Customer Data"). Customer grants Renaissant a non-exclusive, world-wide, royalty-free license to use the Customer Data for purposes of performing this Agreement. Customer shall retain a copy of Customer Data outside the Platform. Customer is responsible for obtaining all rights, permissions, consents, and authorizations with respect to the Customer Data. Customer shall comply with all Applicable Law related to Customer Data and with all legal duties applicable to Customer.

**6.3 Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Renaissant with respect to its products and services. Feedback is voluntary and

Renaissant is not required to hold it in confidence. Renaissant may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's IP rights to make use of the Feedback, Customer grants Renaissant an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Renaissant's business, including the enhancement of Renaissant's products and services.

**6.4 Usage Data.** Renaissant shall have the right to collect and analyze data and other information relating to or resulting from Customer's access and use of the Platform and the provision, operation, and performance of the Platform and related systems and technologies (including information concerning and derived from Customer Data) ("Usage Data"), and may (a) use Usage Data to improve and enhance the Platform and for other development, diagnostic, and corrective purposes in connection with the Platform and other Renaissant offerings, and (b) disclose Usage Data solely in aggregated or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. Usage Data shall be the CI of Renaissant.

## **7. Confidentiality**

**7.1 Confidential Information.** Each Party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "CI" of the Disclosing Party). CI of Renaissant includes the existence or terms of this Agreement and any non-public information regarding features, functionality, and performance of the Platform. The Receiving Party agrees: (a) to take reasonable precautions to protect CI, and (b) not to use (except in provision of the Platform, or as otherwise permitted herein) or divulge to any third person any CI. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any CI of the Disclosing Party. Each Party's CI shall remain the sole and exclusive property of that Party.

**7.2 Compelled Disclosures.** To the extent required by Applicable Law or by lawful order of a court or governmental authority, the Receiving Party may disclose CI in accordance with such requirement; provided that the Receiving Party: (a) promptly notifies the Disclosing Party in writing of such requirement; and (b) cooperates with the Disclosing Party regarding any measures taken by the Disclosing Party in limiting such disclosure. Any such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to CI so disclosed.

**7.3 Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of CI any breach of its obligations hereunder will result in irreparable harm to the other Party, and therefore, any such breach or any threat thereof will entitle each Party to appropriate equitable remedies and to seek injunctive relief, in addition to whatever remedies it might have at law or equity.

## **8. Indemnification**

**8.1 By Renaissant.** Renaissant agrees to defend, indemnify, and hold harmless Customer and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from and against any claim, action, investigation, proceeding, liability, loss, damage, fine, cost, or expense, including attorneys' fees, experts' fees, and court costs (each a "Claim"), arising out of any claim by a third party that Customer's authorized use of the Platform infringes that third party's U.S. copyright, trade secret, or other IP rights. Renaissant shall have no obligation to indemnify Customer to the extent the claimed infringement arises from or is based on (i) the Customer Data, (ii) specifications provided by Customer or its agents, (iii) use of the Platform in combination with any hardware, software, products, data, or other materials not provided by Renaissant, (iv) violation of law or this Agreement by Customer or its End Users, or (v) misuse of the Platform (the "Excluded Claims"). If Customer's use of the Platform becomes, or in Renaissant's opinion is likely to become, the subject of an infringement claim, Renaissant shall either procure the right for Customer to continue to use the Platform or to replace or modify the Platform with technology of comparable quality and performance capabilities to become non-infringing. If in Renaissant's sole discretion, neither alternative is reasonably possible, Renaissant may elect to immediately terminate this Agreement and return a prorated portion of any pre-paid, unused fees for the Platform. The provisions of this Section 8.1 state the sole and exclusive obligations and liability of Renaissant and its licensors and vendors, and Customer's sole and exclusive remedy for any claim of IP infringement arising out of or relating to this Agreement.

**8.2 By Customer.** Customer agrees to defend, indemnify, and hold harmless Renaissant and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from and against any Claim arising out of (a) any claim by a third party that the Customer Data infringes the IP, publicity, or privacy rights of any person, or (b) the Excluded Claims.

**8.3 Procedure.** The indemnified Party (the "Indemnitee") shall: (i) give the indemnifying Party (the "Indemnitor") prompt written notice of any Claim; and (ii) allow the Indemnitor to control, and fully cooperate with the Indemnitor (at the Indemnitor's sole expense) in, the defense and all related negotiations. Indemnitor shall not enter into any stipulated judgment or settlement that purports to bind the Indemnitee without the Indemnitee's express written authorization, which shall not be unreasonably withheld or delayed.

**9. Disclaimer of Consequential Damages; Limitation of Liability.** IN NO EVENT SHALL RENAISSANT, ITS VENDORS OR LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH RENAISSANT'S PERFORMANCE UNDER THIS AGREEMENT, USE OF OR INABILITY TO USE THE PLATFORM, OR ANY CLAIM BY ANY OTHER PARTY, EVEN IF RENAISSANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF RENAISSANT AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE PLATFORM IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE

FEES ACTUALLY PAID DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY BY CUSTOMER FOR THE SERVICES OR PORTION OF THE PLATFORM GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

## **10. Termination**

10.1 Termination. Each Party shall have the right to terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment) in the event the other Party materially breaches any provision hereof. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice. Either Party may terminate this Agreement upon written notice, immediately, if (a) insolvency, receivership, bankruptcy, or any other debt settlement proceedings are instituted by or against the other Party, (b) the other Party makes a general assignment for the benefit of its creditors, or (c) the other Party dissolves or suspends the transaction of its business for a period in excess of thirty (30) days.

10.2 Suspension. Renaissant may, in its sole discretion, immediately suspend or terminate Customer's access to the Platform: (a) to prevent damage, risk to, or degradation of, the Platform; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Renaissant from potential legal liability; or (d) in the event an invoice remains unpaid for more than thirty (30) days. Renaissant will use reasonable efforts to notify Customer prior to or promptly following any suspension and will promptly restore access to the Platform as soon as practicable.

10.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) Customer and all End Users' access to and use of the Platform and Documentation will cease; (b) Renaissant will cease to provide the Platform, and Customer will pay to Renaissant all fees due to Renaissant incurred hereunder through the effective date of termination (prorated as appropriate); and (c) subject to any retention obligations under Applicable Law, each Party shall return or destroy, at the other Party's option, all CI of the other Party; provided that the Parties will not be required to remove copies of such information from their backup media and servers where commercially impracticable.

10.4 Survival. The following Sections shall survive any termination of this Agreement: 3, 5.3, 6, 7, 8, 9, 10.3, 10.4, and 11.

## **11. General**

11.1 Affiliates, Subcontractors, and Vendors. Some or all aspects of the Platform, including support, may be provided by Renaissant's affiliates, agents, subcontractors, and vendors. The rights and obligations of Renaissant may be, in whole or in part, exercised or fulfilled by the foregoing entities.

11.2 Force Majeure. Except for the payment of fees hereunder, if either Party cannot perform any of its obligations because of any act of God, court order, war, riot, pandemic, Internet or telecommunications delays and failures, labor difficulties, or any other cause not within the Party's reasonable control and could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure"), then the non-performing Party will: (a) immediately notify the other Party; (b) take reasonable steps

to resume performance as soon as possible; and (c) not be considered in breach during the duration of the Force Majeure.

11.3 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions. The Parties waives any objections against and agrees to submit to the exclusive personal jurisdiction of the state and federal courts Wisconsin, including any objections or defenses based upon an inconvenient forum. The prevailing Party in any proceeding to resolve a dispute between the Parties under this Agreement will be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

11.4 Miscellaneous. Renaissant is an independent contractor and is not an agent or employee of, and has no authority to bind, Customer by contract or otherwise. Further, nothing in this Agreement is intended or will be construed to confer upon any third party other than the Parties a right of action under this Agreement. Customer may not assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of Renaissant. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. If any term of this Agreement is found to be unenforceable or invalid for any reason, all other terms will remain in full force and effect. All waivers hereunder must be made in writing by the Party against whom the waiver is to operate, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Agreement will not be considered to be a waiver of any other provision. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the Parties. Customer acknowledges and agrees it will not contest the validity or enforceability of this Agreement because it was accepted and/or signed in electronic form. This Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions, and understandings by or between the Parties. This Agreement may only be amended in a writing signed by both Parties; provided that Renaissant may modify fees in accordance with Section 3.1.

11.5 Notices. All notices under this Agreement will be in writing and will be deemed given when received, if delivered personally; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices to Renaissant shall be sent to the following address:

Renaissant, Inc.

840 N. MLK Jr. Drive  
Suite 500  
Milwaukee WI 53203  
Attn: Customer Success  
Emails: Support@renaissant.com

All notices to Customer shall be sent to the most recent address on file for Customer. Either Party may change its notice address giving notice to the other in accordance with this Section.