



PLATFORM AGREEMENT ORDER FORM

This Platform Agreement Order Form (this “**Order Form**”) is entered into between GenLogs Corporation (“**GenLogs**”) and Customer (as defined below), and incorporates the attached terms and conditions (the “**Incorporated Terms**”, and collectively with this Order Form, this “**Agreement**”). By signing below, Customer acknowledges and agrees to the terms and conditions of this Agreement with GenLogs (each of Customer and GenLogs, a “**Party**”), including the Incorporated Terms. Capitalized terms used but not otherwise defined in this Order Form will have the meanings assigned to them in the Incorporated Terms. Customer hereby subscribes to use the Platform and for related services upon the terms and conditions of this Agreement:

Customer:	Customer Name (“ Customer ”).
Effective Date of Agreement:	Enter Date (the “ Effective Date ”).
Term:	This Agreement shall become effective as of the Effective Date and will continue in effect until the three (3)-year anniversary of the Effective Date, unless earlier terminated in accordance with the incorporated terms and conditions (the “ Initial Term ”). Upon expiration of the Initial Term, this Agreement shall continue to automatically renew for successive one (1)-year renewal periods, or such longer period(s) as the Parties may otherwise agree in writing (each such renewal, a “ Renewal Term ”, and each of the Initial Term and any subsequent Renewal Term shall be referred to herein as a “ Term ”) at GenLogs’ then prevailing fee rates, unless Customer provides GenLogs’ with written notice of its decision not to renew this Agreement at least thirty (30) days prior to the last day of the then-current Term.
Covered Products (“the Platform”):	GenLogs Truck Intelligence, including all selected products and configurations as shown in Exhibit B.
Authorized Users:	Customer is granted a non-exclusive, non-transferable license to access and use the Platform, subject to the terms herein. Access to the Platform is strictly limited to a maximum of twenty (20) authorized users, each of whom must be a current employee of the Customer and possess an email address within the Approved Domain. The "Approved Domain" means the email domain(s) specified in the applicable Order Form (@customer.com) or as otherwise agreed upon in writing by the parties. Authorized users shall be designated by the Customer and assigned unique login credentials, which may not be shared or transferred. The Customer shall ensure that only current employees with email addresses in the Approved Domain access the Platform and shall promptly notify GenLogs of any unauthorized use, breach of this restriction, or termination of employment of any authorized user. GenLogs reserves the right to monitor usage, suspend, or terminate access in the event of non-compliance with this limitation, without prejudice to any other rights or remedies available under this Agreement or applicable law.

Timing & Method of Payment(s):	<p>Billing Customer shall pay GenLogs fees and expenses, along with applicable sales, use and/or VAT taxes, as follows:</p> <p>US\$amount per year (the “Subscription Fee”), plus applicable sales, use and/or VAT taxes. The Subscription Fee for each Term shall be due and payable by Customer to GenLogs in annual installments. The first invoice date will cover the first annual installment and will be equal to the Effective Date. Each remaining annual installment payment will be billed on the first day of each successive calendar year thereafter during the applicable Term.</p> <p>Payments of all Subscription Fees shall be made via automatic ACH deduction(s) to the bank account provided to GenLogs by Customer prior to the Effective Date (such payments, the “Automatic Payments”). Customer hereby authorizes GenLogs to make such Automatic Payments in accordance with the payment schedule set forth in this Agreement (the “Payment Schedule”).</p> <p>All payments have net 30 terms unless otherwise stated.</p> <p>Additional Fees</p>
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	<p>In the event Customer fails to make any required payments in full in accordance with the Payment Schedule, then any unpaid amounts shall be subject to a finance charge of six percent (6%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees) incurred by GenLogs.</p> <p>Subscription Fees are imposed without regard to Platform usage levels. GenLogs hereby reserves the right to change the Subscription Fee for any future Renewal Term; <u>provided</u>, that GenLogs will provide Customer with prior written notice (email being sufficient) of any such changes to the Subscription Fee at least thirty (30) days prior to the end of the then-current Term.</p>	
Customer Contact & Billing Information:	Primary Contact:	Full name: Enter Name Email: Email
	Send Invoices to:	Enter Email
	Send Notices to:	Full name: Primary Contact Email: Enter Email Billing address: Enter Address

IN WITNESS WHEREOF, each Party has entered into this Agreement as of the Effective Date.

GENLOGS CORPORATION <hr/> Name <hr/> Signature <hr/> Title <hr/> Signature Date	CUSTOMER <hr/> Name <hr/> Signature <hr/> Title <hr/> Signature Date
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PLATFORM AGREEMENT TERMS AND CONDITIONS

These Platform Agreement Terms and Conditions (these “**Incorporated Terms**”) are incorporated into and form a part of the Platform Agreement Order Form (the “**Order Form**”, and collectively with these Incorporated Terms, this “**Agreement**”), entered into between GenLogs Corporation (“**GenLogs**”) and the customer identified in the Order Form that refers to these Incorporated Terms (“**Customer**”). Capitalized terms used but not defined in these Incorporated Terms will have the meanings assigned to them in the Order Form.

GenLogs desires to grant Customer access to and use of the Platform (as defined below) and/or related services in accordance with the terms and conditions of this Agreement, solely for Customer’s internal business use as provided in this Agreement (the “**Purpose**”), and not for resale, sublicense or other re-commercialization by or for the benefit of Customer. As used herein, “**Platform**” means the software as a service platform identified in the Order Form, which will enable Customer to search lanes for identified carriers, sort by fleet size and equipment type, and receive recommendations based on past carrier patterns, along with any and all documentation, materials, technology and/or information provided by GenLogs in connection with Customer’s access and/or use thereof.

The Parties agree as follows:

1. **PERMITTED USE & ACCESS; PAYMENTS.** GenLogs hereby provides Customer with a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Platform and/or related services solely for the Purpose and solely during the applicable Term. Customer agrees to access and use the Platform and/or related services solely for the Purpose and solely during the applicable Term. Customer shall limit access to and use of the Platform and/or related services solely to the Authorized Users of Customer permitted in this Agreement, with such access and use to be limited solely to the Purpose and solely during the applicable Term. Customer shall cause Authorized Users to comply with the terms of this Agreement applicable to Customer and its Authorized Users, and Customer shall be liable and responsible for any breach of the terms of this Agreement by its Authorized Users. Customer and its Authorized Users shall comply with all applicable laws and regulations in connection with their access and use of the Platform and/or related services. Customer and its Authorized Users are solely responsible for safeguarding their Platform access credentials from use by any third parties. In consideration of the provision of the foregoing use and access, Customer shall make the payments to GenLogs specified in the Order Form, at the times and by such means of payment as are specified in the Order Form. In addition to payments for access and use of the Platform and/or related services, GenLogs may charge Customer, and Customer shall timely pay to GenLogs in full, any and all taxes (including sales taxes, gross receipts taxes and value added taxes) which GenLogs is required to charge, collect and/or remit in any or every jurisdiction, unless Customer delivers evidence satisfactory to GenLogs that Customer is exempt from payment of such taxes. Customer acknowledges and agrees that the Platform and/or related services, including any features, may be modified, updated and/or otherwise changed in GenLogs’ sole discretion at any time with or without notice.
2. **PROHIBITED USES & ACCESS.** In connection with the Platform and related services, Customer shall not, and shall not permit any Authorized User or third party to, do or attempt to do any of the following: (a) copy, reproduce, modify, disable, interfere with, misuse, damage, reverse engineer, disassemble, decompile, create derivative works of, resell, sublicense, lease or otherwise re-commercialize, access or use for any purpose competitive with GenLogs or its products or services, or allow third party access to, the Platform or any related services, any I/P or New I/P (each as defined below) of GenLogs, or any portion of the foregoing; (b) transmit or upload material containing viruses, malware, or other harmful or deleterious computer code, files, scripts, agents, or programs on or to the Platform or any related services; (c) remove any copyright, trademark, service mark or other proprietary marks or notations placed on, or bypass, exploit, defeat, or disable limitations or restrictions placed on, the Platform and/or related services; (d) conduct any denial of service (DoS) attack on, or otherwise disrupt, disable, or overload, the Platform or related services; (e) attempt to gain access to or navigate the Platform or related services through bots or similar data mining technology, or conduct any cryptocurrency mining, trading or staking operations through the Platform; (f) attempt to gain unauthorized access to the Platform, related services or the computer systems or networks related to the Platform or related services; (g) create a false identity or attempt to mislead GenLogs or others as to the identity of the sender or the origin of any data or communications; (h) use the Platform or related services in violation of or to circumvent any applicable law; or (i) interfere with another user’s use and/or enjoyment of the Platform or related services. Any violation of the terms of this Section by Customer or its Authorized Users shall constitute an uncurable material breach of this Agreement, and GenLogs shall have the right to immediately terminate this



Agreement (and all licenses granted to Customer and its Authorized Users hereunder) due to such breach upon delivering written notice (email being sufficient) to Customer.

3. **PRIVACY; USE OF INFORMATION; USER CONTENT.** Customer acknowledges that it has read and hereby agrees to be bound by GenLogs' Privacy Policy terms, provided separately (as the same may be modified, updated and/or supplemented from time to time, the "**Privacy Policy**") in connection with its and its Authorized Users' access to, and use of, the Platform and/or related services. Customer shall, and shall cause each of its Authorized Users to, comply with the Privacy Policy. Except with the prior written consent of GenLogs or for information regarding Customer or its Authorized Users expressly required by GenLogs for access to or use of the Platform, Customer shall not import, upload or incorporate into the Platform or other GenLogs systems or technology, or take any other action that could result in the access, storage, identification or discovery through the Platform or by GenLogs of, personal information or personally identifiable information which is subject to privacy laws (collectively, "**PII**"). To the extent Customer provides or makes PII available on the Platform or to GenLogs, Customer represents and warrants that Customer has complied with all applicable privacy laws and received the proper authority or consent to allow GenLogs to collect, store, process and use such PII on the Platform or otherwise by GenLogs as permitted by this Agreement. Customer agrees that with respect to PII that Customer provides or makes available on the Platform or to GenLogs, Customer is the "owner" or "controller" and GenLogs is the "processor", as those terms may be used under applicable privacy laws; GenLogs may process such PII only in accordance with this Agreement or in accordance with lawful and reasonable instructions given by Customer (including those contained in this Agreement); and Customer is responsible for all compliance with applicable privacy law, including responding to data subject requests and providing data subjects with required notifications, including notifications of breach. To the extent GenLogs assists Customer with its compliance obligations under applicable privacy law, Customer shall immediately reimburse GenLogs for any time spent by GenLogs for such assistance at GenLogs' then-standard or other reasonable professional services rate and any out-of-pocket costs reasonably incurred. GenLogs may use any data (including PII) provided by Customer and/or derived from Customer's use of the Platform and/or related services for the following purposes: (a) performing this Agreement, (b) exercising GenLogs' rights and discharging its obligations under this Agreement, (c) improving the Platform and/or related services, (d) as necessary to comply with any applicable law, and/or (e) as otherwise agreed to in writing between GenLogs and Customer; provided, that GenLogs may not use PII to improve the Platform and/or related services unless GenLogs has anonymized or de-identified such PII so that it is no longer PII. GenLogs may additionally use the contact information of Authorized Users and other representatives of Customer to market, and negotiate agreements for, GenLogs' products and services. Any and all User Content (as defined in the Privacy Policy) that Customer and/or its Authorized Users create, maintain, or make available on the Platform and/or through the related services is subject to the terms and conditions of the Privacy Policy, as the same may be updated from time to time ("**User Content Terms**"). Customer represents and warrants to GenLogs that Customer has all necessary rights, permissions and licenses to the User Content that Customer and/or its Authorized Users create, maintain, or make available on the Platform and/or through the related services, and to create, maintain, or make available such User Content on the Platform and/or through the related services. Customer further represents and warrants with respect to all User Content that Customer and/or its Authorized Users create, maintain, or make available on the Platform and/or through the related services that: (x) Customer has created or obtained such User Content lawfully and the User Content does not and shall not violate any applicable law, the User Content Terms or any third party's rights, including privacy rights or intellectual property rights; (y) Customer is in full compliance with any third party rights, permissions and licenses to such User Content; and (z) GenLogs and Customer and its Authorized Users may create, maintain, or make available such User Content as contemplated by this Agreement and the User Content Terms without payment or other liability or obligation to any third party. Any violation of the terms of this Section by Customer or its Authorized Users shall constitute an incurable material breach of this Agreement, and GenLogs shall have the right to immediately terminate this Agreement (and all licenses granted to Customer and its Authorized Users hereunder) due to such breach upon delivering written notice (email being sufficient) to Customer.
4. **SUSPENSION OF USE & ACCESS.** In addition to any other of GenLogs' available rights or remedies, GenLogs may suspend and/or terminate Customer's and/or its Authorized Users' access to and use of the Platform and/or related services immediately and without notice if any payment payable to GenLogs is not paid in full when due or if GenLogs, in good faith, believes: (a) Customer or an Authorized User has accessed or used the Platform and/or related services for a prohibited purpose or breached any representation, warrant, term or condition of this Agreement; (b) Customer or any Authorized User is accessing or using the Platform and/or related services in a manner that threatens the security, integrity, or reliability thereof; (c) there has been unauthorized access or fraud related to Customer's account or Customer's or its



Authorized Users' access to or use of the Platform and/or related services ; and/or (d) such access to or use of the Platform and/or related services will or is reasonably likely to expose GenLogs to legal, regulatory, or compliance risk.

5. SERVICE LEVEL AGREEMENT; CUSTOMER COOPERATION. Customer hereby acknowledges and agrees to the terms and conditions set forth in the Service Level Agreement and Support Terms attached hereto as Exhibit A (the "SLA"). The terms of the SLA hereby expressly incorporated by reference into this Agreement.
6. OWNERSHIP. The Parties acknowledge and agree that title to and ownership of all written materials, systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, data, inventions, know how, hardware, and all legal rights in and to the foregoing (including all derivative works, improvements, customizations and/or enhancements thereof, "I/P") owned by or licensed to such Party prior to the Effective Date (together with the intellectual property rights therein) is and shall remain the property of that Party. All rights, titles and interests in and to intellectual property resulting from GenLogs' provision of the Platform and/or related services, including any Customer Feedback (as defined below) (inclusive of all derivative works, improvements, customizations and/or enhancements thereof, collectively, the "New I/P"), is from inception and shall remain the sole property of GenLogs. Customer hereby voluntarily and irrevocably transfers and assigns to GenLogs all of Customer's existing and/or hereafter arising rights, titles and interests in and to all New I/P, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights therein. At GenLogs' request and reasonable expense, Customer shall execute documents and take such further acts as GenLogs may reasonably request to assist GenLogs to acquire, perfect and maintain its rights, titles and/or interests and other legal protections in and to New I/P and/or other I/P of GenLogs covered by this Agreement. Customer acknowledges and agrees that, as between the Parties, GenLogs owns all right, title, and interest in and to the Platform and related services, including all intellectual property rights therein, even if GenLogs incorporates any Customer Feedback into subsequent versions of the Platform and/or related services. Customer shall not earn or acquire any rights, titles, interests or licenses in the Platform, related services or in any other GenLogs I/P or New I/P on account of this Agreement or the Parties' respective obligations, liabilities, actions or omissions under this Agreement. For purposes hereof, the term "**Customer Feedback**" means any and all feedback, comments and/or suggestions (including suggestions for any improvements to the Platform) that Customer provides to GenLogs and/or any of its representatives or personnel from time to time.
7. DISCLAIMERS. THE PLATFORM AND/OR RELATED SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. NEITHER GENLOGS NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, DISTRIBUTORS, THIRD PARTY PROVIDERS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS, MERCHANTS OR LICENSORS (EACH OF THE FOREGOING, A "**GENLOGS PARTY**") MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO THE PLATFORM AND/OR ANY RELATED SERVICES, AND ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCESS AND/OR NON-INFRINGEMENT OF THE PLATFORM AND/OR RELATED SERVICES. GENLOGS DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM AND/OR RELATED SERVICES WILL BE ERROR-FREE OR DEFECT-FREE, THAT THE SERVICES WILL NOT BE INTERRUPTED OR THAT DATA WILL BE SECURE, NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS, REVENUES, INCOME, PROFITS OR SUCCESSES THAT MAY BE OBTAINED FROM THE USE THEREOF, OR AS TO THE ACCURACY, RELIABILITY, OF ANY DATA OR REPORTS GENERATED THROUGH THE USE THEREOF. CUSTOMER IS RESPONSIBLE FOR BACKING UP USER CONTENT WHICH CUSTOMER AND/OR ITS AUTHORIZED USERS CREATE, MAINTAIN, OR MAKE AVAILABLE IN CONNECTION WITH THE PLATFORM AND/OR RELATED SERVICES AND TAKING APPROPRIATE STEPS TO SAFEGUARD AND ENSURE THE INTEGRITY OF SUCH USER CONTENT. GENLOGS DISCLAIMS ANY REPRESENTATION, WARRANTY, LIABILITY OR OBLIGATION FOR ANY BACKUP, RECOVERY, OR OTHER STEPS TO ENSURE SUCH USER CONTENT IS RECOVERABLE IN THE EVENT OF A DATA LOSS. GENLOGS EXPRESSLY DISCLAIMS ANY OBLIGATION WITH RESPECT TO STORAGE OF USER CONTENT. GENLOGS RESERVES THE RIGHT TO DELETE USER CONTENT AT ANY TIME. THE PLATFORM AND/OR RELATED SERVICES MAY ONLY BE USED FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES AND ARE NOT INTENDED FOR PERSONAL USE OR USE BY CONSUMERS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT CONSUMER PROTECTION LAWS DO NOT APPLY TO CUSTOMER'S OR ITS AUTHORIZED USERS' ACCESS OR USE OF THE PLATFORM AND/OR RELATED SERVICES. THE PLATFORM AND/OR

RELATED SERVICES MAY INCLUDE LINKS, INTEGRATIONS, OR CONNECTIONS TO THIRD PARTY WEBSITES, APPLICATIONS, OR SERVICES. THIS INCLUSION DOES NOT IMPLY REVIEW OR ENDORSEMENT BY GENLOGS AND GENLOGS DISCLAIMS ANY REPRESENTATION, WARRANTY, LIABILITY OR OBLIGATION REGARDING ANY THIRD PARTY WEBSITE, APPLICATION, SERVICE, PRODUCT, STATEMENT OR CLAIM FROM, MADE BY OR ABOUT A THIRD PARTY, AND ANY REPRESENTATION, WARRANTY, LIABILITY OR OBLIGATION REGARDING THE ACTIONS OR OMISSIONS OF ANY THIRD PARTY. CUSTOMER MUST REVIEW AND COMPLY WITH ANY THIRD PARTY TERMS OF SERVICE AND/OR OTHER APPLICABLE THIRD PARTY TERMS, RESTRICTIONS OR AGREEMENTS.

8. LIMITATION OF LIABILITY; INDEMNIFICATION; FORCE MAJEURE. IN NO EVENT SHALL ANY GENLOGS PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, COST OF COVER, LOST REVENUE, UNAUTHORIZED ACCESS TO DATA AND/OR LOSS OR THEFT OF DATA, WHETHER OR NOT ANY GENLOGS PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. GENLOGS PARTIES' AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (A) THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER TO GENLOGS UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, AND (B) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). THE LIMITATIONS PROVIDED IN THIS SECTION SHALL APPLY REGARDLESS OF THE LEGAL THEORY APPLICABLE TO ANY SUCH LIABILITY OR ANY RELATED CLAIM, WHETHER IN TORT, CONTRACT, STATUTORY, AT LAW, IN EQUITY, IN ARBITRATION OR OTHERWISE. Customer will indemnify, defend and hold harmless GenLogs and its directors, managers, stockholders, officers, employees, representatives and affiliates from and against any and all any and all claims, actions, proceedings, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) suffered or incurred by any of such indemnitee(s) arising out of or related to Customer's and/or any of its Authorized User's (x) breach of this Agreement, or (y) fraud, willful misconduct or gross negligence in connection with this Agreement or access or use of the Platform and/or related services. Notwithstanding anything to the contrary in this Agreement, no failure, delay, or default in performance of any obligation pursuant to this Agreement by GenLogs shall constitute an event of default or breach by GenLogs to the extent that such failure to perform, delay, or default arises out of an unforeseeable cause, existing or future, beyond the reasonable control of GenLogs, including: any labor strikes, supply shortages, riots, earthquakes, epidemics, pandemics, terrorist actions, wars, insurrections, riots, political instability, fires, floods, extreme weather, power failure, telecommunications outage, traffic, crime and/or acts of God (each, a "**Force Majeure Event**"). If GenLogs is relying upon a Force Majeure Event in relation to a failure, delay, or default in performance, GenLogs shall, as promptly as is reasonably practicable after the Force Majeure Event first affects its performance, give Customer written notice of the facts constituting such Force Majeure Event and (to the extent such Force Majeure Event is continuing) reasonable updates on its progress in resolving such Force Majeure Event.
9. TERMINATION OR EXPIRATION; RETURN OF PROPERTY; SURVIVAL. Either Party may terminate this Agreement by prior written notice to the other Party in the event of the other Party's breach or violation of the terms of this Agreement which is not cured within thirty (30) days following such Party's delivery to the other Party of reasonably detailed written notice of such breach or violation and demand to cure the same. Upon any termination or expiration of this Agreement, all licenses granted by GenLogs hereunder, and Customer's and its Authorized Users' rights to access and/or use the Platform and/or related services, shall automatically terminate, and each Party shall promptly (and in no event later than five (5) business days from the relevant termination date) return the property, I/P, New I/P and Confidential Information of the other Party. Notwithstanding anything to the contrary contained in this Agreement, Sections 2 through 8, Sections 10 through Section 18, this Section 9 and Customer's payment obligations pursuant to this Agreement (to the extent due but remaining unpaid), shall each survive any termination or expiration of this Agreement for any reason (in accordance with their respective terms). In the event (A) GenLogs terminates this Agreement prior to the expiration of the applicable Term for any reason other than Customer's or any of its Authorized User's uncured breach of this Agreement, or (B) Customer terminates this Agreement prior to the expiration of the applicable Term due to GenLogs' uncured breach of this Agreement, then, in each case, GenLogs shall promptly pay to Customer an amount equal to the unearned portion of the Subscription Fee received by GenLogs through the relevant termination date, calculated on a pro-rata, per-day basis (measured from the first day of the relevant calendar month through the relevant termination date. By way of example, if this Agreement were terminated by GenLogs for convenience on September 15th of a given calendar year, then GenLogs would be required to pay Customer an amount equal to 50% of the total monthly Subscription Fee for September (i.e.,



100% *minus* (15/30) of the monthly Subscription Fee. For the avoidance of doubt, in no event shall GenLogs be required to return any portion of any Subscription Fee(s) (and/or any other form of compensation) received under this Agreement in the event either Party elects not to renew this Agreement for one or more additional Terms.

10. **PUBLICITY**. GenLogs shall have the right to refer to Customer's use of the Platform and/or related services hereunder in any media release, public announcement or public disclosure, including in any marketing materials, web sites, public customer lists, public referral lists or public business presentations.
11. **GOVERNING LAW; JURISDICTION; ARBITRATION**. This Agreement, and any claim or dispute arising in connection herewith, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws principles that would result in the application of another state's substantive or procedural laws. Except as otherwise provided below, any dispute, action, claim or proceeding between the Parties arising out of or in connection with this Agreement shall be resolved by confidential arbitration by a single arbitrator, conducted pursuant to the commercial rules and procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") in New Castle County, State of Delaware. Any award rendered by the arbitrator shall be final and binding upon the Parties, and judgment upon any such award rendered may be entered in any court having jurisdiction. Each Party shall pay its own expenses of arbitration, and the expenses of the arbitrator shall be equally shared between the Parties. By entering into this Agreement, each Party hereby (a) waives their respective rights to have any dispute, action, claim or proceeding between the Parties as to which arbitration has been elected pursuant to this Agreement adjudicated before a court of law, and agree to keep the final ruling(s) in any such arbitration confidential except as otherwise required by applicable law, legal proceeding or governmental authority, or as necessary to file and/or enforce such ruling(s), or for disclosure to their respective auditors, attorneys or accountants, (b) agrees that any dispute, action, claim or proceeding between the Parties relating to or arising out of this Agreement for which equitable remedies and/or enforcement of any arbitration award are sought need not be resolved by arbitration as provided above, (c) with respect to any dispute, action, claim or proceeding between the Parties relating to or arising out of this Agreement which is not resolved by arbitration pursuant to this Agreement, hereby irrevocably and unconditionally submits to the jurisdiction of any state court of the State of Delaware and any federal court of the United States of America, in each case sitting in New Castle County, State of Delaware, and agrees that any such dispute, action, claim or proceeding between the Parties shall be litigated in such courts (other than appeals of, or actions to enforce in other jurisdictions, any judgments, rulings or orders of such courts), irrevocably waive any objection which they may now or hereafter have to the laying of the venue of any such dispute, action, claim or proceeding in any such courts and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such courts that any such dispute, action, claim or proceeding brought in any such court has been brought in an inconvenient forum, and (d) agrees that they may be served with legal process in the manner provided for delivery of notice in this Agreement, and/or in any other manner permitted by applicable law, in connection with any such dispute, action, claim or proceeding (regardless of whether such dispute, action, claim or proceeding is brought to arbitration or before a court).
12. **NOTICE**. Any notice required or permitted to be given by either Party under this Agreement shall be given in writing by email, personal delivery, overnight courier or certified mail (return receipt requested) addressed to the other Party at such other Party's address or contact information for notice set forth in the Order Form, or to such other updated address as may be given from time to time by the other Party in accordance with this notice provision, and such notice shall be effective when so delivered to the other Party's specified address.
13. **CONFIDENTIAL INFORMATION**. All non-public information delivered (a) by Customer to GenLogs in connection with this Agreement is Customer's confidential information, or (b) by GenLogs to Customer in connection with this Agreement or the Purpose (whether directly or via any use of the Platform and/or related services) is GenLogs' confidential information (in each instance, the disclosing Party's "**Confidential Information**"). GenLogs and Customer shall maintain the other Party's Confidential Information in the strictest confidence, both during and at all times following the applicable Term. Neither Party may disclose any Confidential Information of the other Party to any other person or entity, or use any Confidential Information of the other Party, except (w) as expressly permitted by this Agreement, or (x) as necessary to perform this Agreement, or (y) as required by applicable law or governmental or judicial authority, or (z) with the prior consent of such other Party. This Agreement and its provisions, and all Customer Feedback, are GenLogs' Confidential Information. The Parties' respective obligations pursuant to this Section are in addition to, and do not supersede, limit or modify, any other non-disclosure and/or other non-use agreements between the Parties relating to the use of information disclosed between them. Any violation of the terms of this Section by Customer or its Authorized Users shall constitute an incurable material breach of this Agreement, and GenLogs shall have the right to immediately terminate this Agreement

(and all licenses granted to Customer and its Authorized Users hereunder) due to such breach upon delivering written notice (email being sufficient) to Customer.

14. ENTIRE AGREEMENT; SEVERABILITY; AMENDMENT/WAIVER. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement. GenLogs may amend this Agreement in whole or in part at any time upon at least fifteen (15) days' prior written notice to Customer if such amendment is, in the good faith judgment of GenLogs, required by applicable law or a change of applicable law, or necessitated or required by a governmental or judicial authority or court order, judgment, decree or settlement). Except as otherwise provided in this Section, no amendment or waiver of this Agreement or any provision hereof hereto may be made except by means of a written instrument signed by each Party.
15. ASSIGNMENT AND CHANGE OF CONTROL. Customer may not assign or transfer this Agreement, or any of its rights or obligations hereunder, to any person or entity (including by operation of law, merger, consolidation, acquisition, sale of assets or equity, or other change of control transaction) without GenLogs' prior written consent, which consent shall not be unreasonably withheld, and any such assignment or transfer by Customer in violation of this Section shall be null and void, ab initio. For purposes of this Agreement, a "change of control" of Customer shall be deemed to occur if: (a) any person or entity (or group of related persons or entities) acquires, directly or indirectly, more than fifty percent (50%) of the voting equity or assets of Customer; (b) Customer merges with or into another entity; (c) Customer consolidates with another entity; or (d) Customer sells or transfers all or substantially all of its assets or business operations to another entity. In the event of any merger, acquisition, consolidation, change of control, or similar transaction involving Customer (the "M&A Transaction"), the following provisions shall apply:
- a. Continuation of Existing Obligations. The surviving, resulting, or acquiring entity (the "Successor Entity") shall assume and be bound by all of Customer's obligations under this Agreement for the remainder of the then-current Term. This Agreement shall continue in full force and effect through the end of such Term at the Subscription Fees and other terms set forth herein.
 - b. Separate Agreements Remain Separate. If the Successor Entity is also a party to one or more separate agreements with GenLogs for access to the Platform, each such agreement shall remain separate and independent. The Successor Entity shall be required to maintain separate subscriptions and continue paying separate Subscription Fees under each agreement through the end of each agreement's respective Term. User access, Authorized User limits, and all other terms under each agreement shall remain separate and may not be combined, shared, or pooled across agreements without GenLogs' prior written consent.
 - c. Renewal and Consolidation. Upon expiration of the then-current Term of this Agreement (or upon expiration of any other GenLogs agreement held by the Successor Entity), the Successor Entity shall not be entitled to automatic renewal or continuation of service for users or operations covered by the expired agreement. If the Successor Entity wishes to provide Platform access to users or operations previously covered by an expired agreement, the Successor Entity must negotiate new terms with GenLogs. GenLogs shall have the sole discretion to: (i) offer to consolidate multiple agreements into a single new agreement with pricing based on the total combined usage, user count, Covered Products, and services, calculated at GenLogs' then-current rates; (ii) offer separate renewal agreements for each expired agreement; or (iii) decline to offer renewal terms for any or all expired agreements. Any renewal or consolidated agreement shall be subject to GenLogs' then-current standard terms and pricing.
 - d. No Grandfathering. The Successor Entity acknowledges and agrees that users, operations, business units, or Authorized Users covered by any expired agreement shall not be entitled to continued Platform access under any other active GenLogs agreement held by the Successor Entity, and shall not be "grandfathered in" to pricing, user limits, or other terms that were negotiated prior to the M&A Transaction unless otherwise covered in the Successor Entity's agreement. The Parties acknowledge that pricing and terms under any existing agreement were established based on the specific circumstances, usage, and business profile of the original contracting party at the time such agreement was executed, and such pricing and terms shall not automatically extend to users or operations acquired through an M&A Transaction.
 - e. Notice Requirement. Customer shall provide notice to GenLogs of an M&A Transaction as soon as reasonably practicable. Such notice shall include: (i) identification of the Successor Entity and (ii) contact information for the person who will be responsible for managing GenLogs agreements on behalf of the Successor Entity.

- f. GenLogs' Assignment Rights. GenLogs shall have the right to assign or transfer this Agreement, or any of its rights or obligations hereunder, to any affiliate of GenLogs or to an acquirer of all or a majority of its business or assets; provided, that GenLogs shall notify Customer in writing of such assignment or transfer either before or promptly following such assignment or transfer.

16. **INDEPENDENT CONTRACTOR; CERTAIN REPRESENTATIONS & WARRANTIES.** Each Party is acting as an independent contractor with respect to the other Party, and not as a partner or joint venturer of the other Party. Customer hereby represents and warrants to GenLogs that (a) Customer has all necessary legal rights, power, capacity, authority, permissions and approvals to execute, deliver and perform this Agreement and to perform its obligations in connection with this Agreement; (b) Customer is currently, and at all times during the applicable Term of this Agreement will be, in compliance with all applicable laws in connection with this Agreement and its operations and business; (c) this Agreement and Customer's performance of this Agreement does not, and at all times during the applicable Term of this Agreement will not, violate or conflict with any other legal obligation or restriction applicable to Customer or its assets or operations; and (d) neither Customer nor any of its Authorized Users is on any government prohibited, denied, or unverified party, sanctions, debarment, or exclusion list or export-controlled related restricted party list, including OFAC (collectively, "**Sanctions Lists**"). If Customer or any Authorized User is included on any Sanctions List in the future, Customer will immediately notify GenLogs and discontinue Customer's and Authorized Users' access to and use of the Platform and related services, as applicable. Any violation of the terms of this Section by Customer or its Authorized Users shall constitute an uncurable material breach of this Agreement, and GenLogs shall have the right to immediately terminate this Agreement (and all licenses granted to Customer and its Authorized Users hereunder) due to such breach upon delivering written notice (email being sufficient) to Customer.
17. **LITIGATION AND WITNESS SERVICE.** In the event Customer requests or requires GenLogs to provide any testimony, expert witness services, document production, deposition participation, court attendance, or other litigation support services in connection with any legal proceeding, dispute, investigation, or claim involving Customer or arising from Customer's use of the Platform (including without limitation testimony or evidence regarding data authenticity, image integrity, chain-of-custody, system reliability, or tampering detection), Customer shall reimburse GenLogs for all associated costs and expenses incurred by GenLogs, including: (a) professional services fees calculated at \$180 per hour, or GenLogs' then-current standard expert witness rate, whichever is greater, for all time spent by GenLogs personnel in preparation for, travel to and from, participation in, and follow-up related to such services; (b) all reasonable travel and accommodation expenses, including airfare, ground transportation, lodging, meals, and incidentals; and (c) any other reasonable and documented out-of-pocket expenses. GenLogs shall invoice Customer for such fees within 30 days and they shall be due within 90 days of receipt.
18. **COUNTERPARTS.** This Agreement may be executed and/or delivered in one or more counterparts, each of which will be deemed a binding instrument, but all of which together will constitute one and the same agreement. Counterparts may be executed and/or delivered via facsimile, electronic mail (including pdf) or other electronic means, and any counterpart so executed and/or delivered will be deemed to be an original counterpart duly and validly executed and delivered, and will be valid and effective as an original counterpart for all purposes.

End of Platform Agreement Terms and Conditions

EXHIBIT A

SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

The Platform shall be available ninety-nine percent (99%) of the time (“**Availability**”), measured monthly, excluding the Exceptions listed below. If Customer requests maintenance or an additional feature, any uptime or downtime calculation will exclude periods affected by such maintenance or additional feature for the thirty (30) days after the feature is launched. No period of Platform degradation or inoperability will be included in calculating Availability if such downtime or degradation is caused, in whole or in part, by any of the following (“**Exceptions**”):

1. any act or omission by Customer, its Authorized Users and/or any of their respective representatives;
2. access to or use of the Platform by Customer, its Authorized Users, any of their respective representatives and/or any other third party that does not comply with the terms of this Agreement;
3. failure, interruption, outage or other problem with any software, hardware, system, network, internet, facility or other matter not supplied by GenLogs or otherwise required to be provided by GenLogs pursuant to this Agreement;
4. GenLogs’ disabling or blocking of the Platform in accordance with the terms of this Agreement;
5. Scheduled Downtime (as defined below); or
6. A Force Majeure Event.

“**Scheduled Downtime**” shall mean any Platform downtime scheduled by GenLogs (whether for routine maintenance or otherwise); provided, that GenLogs will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Platform either on U.S. federal holidays, between the hours of 12:00 a.m. and 5:00 a.m. EST on weekdays, or between the hours of 8 p.m. and 8 a.m. EST on weekends, as applicable, and (b) notify Customer at least forty-eight (48) hours in advance of any other scheduled Platform downtime not identified in the immediately preceding clause (a).

Customer’s sole and exclusive remedy, and GenLogs’ entire liability, if Availability is less than ninety-five percent (95%) in a given month during the applicable Term, shall be the receipt of Service Level Credits (as defined below). In order to receive Service Level Credits, Customer must (i) promptly (and in no event later than two (2) business days) provide written notice to GenLogs of any downtime that is not caused, in whole or in part, by any Exception, and (ii) provide GenLogs with evidence reasonably satisfactory to GenLogs that such downtime occurred. “**Service Level Credit**” means a credit in an amount equal to 1% of the Subscription Fee for each 1% that Availability for a given month is less than 95% in a given month (after excluding all applicable Exceptions); provided, that in no event shall the Service Level Credit for any given month during the applicable Term exceed 50% of the Subscription Fee for such month, which Service Level Credit shall be a credit against the next monthly installment payment of the Subscription Fee payable by Customer to GenLogs during the applicable Term // a credit against the Subscription Fee payable by Customer to Genlogs for the next Renewal Term. The parties agree that Service Level Credits shall not be paid in cash, are only available to Customer (as and to the extent earned) as a credit against future Subscription Fees payable to GenLogs under this Agreement, and are Customer’s sole and exclusive remedy for any breach or alleged breach of GenLogs’ service level and support obligations under this Exhibit A. Customer agrees to work with GenLogs to identify and resolve any errors, problems or defects in the Platform and/or related services discovered by Customer or GenLogs, and to identify any additional uses and functions for the Platform. In addition to the foregoing, Customer may be asked to provide GenLogs with Customer Feedback in connection with the Platform and the related services.

GenLogs will provide commercially reasonable technical support to Customer regarding technical issues with the Platform during the applicable Term via email on weekdays (i.e., Monday through Friday) during the hours of 9:00a.m. through 5:00p.m. EST, with the exclusion of U.S. federal holidays. For the avoidance of doubt, GenLogs will not provide any technical or other support to Customer on weekends (i.e., Saturdays and Sundays).

Customer may initiate a support ticket by emailing support@genlogs.io.

GenLogs will use commercially reasonable efforts to respond to all support tickets within two (2) business days.

EXHIBIT B

The GenLogs Truck Intelligence subscription provides access to a comprehensive suite of tools based on the products and configurations below:

EXHIBIT C

PRIVACY POLICY

Last Updated date: January 10, 2025

GenLogs Corporation (“we,” “us,” “ours” or “GenLogs”) respects your privacy. This privacy policy (“*Privacy Policy*”) explains how we collect, process, store and share personal information in connection with the GenLogs’ platform, including GenLogs’ sensors, cameras, networks, websites and applications that operate in connection with the platform (collectively, the “*Platform*”), our services, and our business operations. “*You*” or “*your*” includes our customers, users of the Platform and our services, and other persons about whom we collect or process personal information.

By providing personal information to us, you acknowledge that you accept our privacy practices and policies outlined below, and you consent that we may collect, process, store and share personal information as described in this Privacy Policy.

1. Notice at Collection of Personal Information

1. Definition of Personal Information

We collect, process, store and share information that identifies, relates to or could reasonably be linked, directly or indirectly, with a particular individual or household (“*personal information*”). Personal information does not include information publicly available from government records, or which is not personal, like anonymous, deidentified or aggregated data (even if it originally comes from personal information).

Categories of Personal Information We Collect

Depending on your relationship with us, we may collect, process and store, and share with third parties, the following categories of personal information:

- *Contact information*, such as full name, address, email address and phone number
- *Account credentials*, such as username and password
- *Professional or employment-related information*, such as your job title, employer information and professional background
- *Financial information*, including information used to pay for access to the Platform and/or services, such credit card, bank account and wire transfer information, and insurance policy information
- *Commercial information*, such as the billing details we use to bill you for the Platform and/or services, your billing and payment history, and any records of products or services purchased or considered
- *Internet and device identifiers, activity and analytics*, such as information we automatically collect through cookies and tracking technologies used on our Platform and website, including user activity on our Platform, a user’s browser, operating system and device information, IP address and approximate geolocation
- *Precise geolocation*, if you enable location sharing with us through your device
- *Audio, electronic, visual, thermal or similar information*, such as audio or video recordings and images captured by our sensors and cameras
- *Preference information*, including preferences related to marketing, privacy and communications
- *Inferences* drawn from any of the personal information listed in this section; for example, to create a profile of an individual’s preferences and characteristics
- *Other information you choose to provide* to us

1. Other Information We Collect



We collect information about vehicles, which is generally *not* considered personal information under applicable privacy laws because the information is publicly available, not about an individual (e.g., about a commercial vehicle) and/or deidentified, or falls under another exception to the definition of personal information. This other information we collect, process and store, and share with third parties includes:

- *Vehicle information*, such as license plate and VIN number
- *Carrier information*, such as carrier name, US DOT number and MC number
- *Approximate and precise geolocation* of a vehicle

Our systems are designed *not* to collect or store information regarding non-commercial vehicles. We have procedures in place to automatically delete any non-commercial vehicle information inadvertently collected.

Our Business Purposes for Collecting and Sharing Personal Information

We collect, process, store and/or share all of the categories of personal information identified above (unless a limited subset of categories is indicated) for our following business purposes, our legitimate interests and the legitimate interests of users or third parties to:

- *Provide the Platform*, including to provide the artificial intelligence (AI) features and functions of the Platform, maintain the Platform, enable customers and users to access and use the Platform, manage our relationship with our customers and users, process transactions and otherwise assist and respond to customers and users
- *Support our business operations*, including to bill and collect payment for use of the Platform and our other services, administer and protect our Platform and systems, verify the identity of users, and use hosting, technology and communication providers and other vendors that support our business operations
- *Market the Platform*, for example, we process and share limited categories of personal information (contact information, professional information, commercial information, internet and device information (including approximate geolocation), preference information and inferences) to send you marketing communications
- *Improve the Platform*, for example, we process and share limited categories of personal information (contact information, professional information, commercial information, internet and device information (including approximate geolocation), precise geolocation, audio, electronic, visual, thermal or similar information, preference information and inferences) for our internal research and development purposes and to troubleshoot, test and conduct data analysis, to update and otherwise improve the Platform's functionality, to make informed business decisions and to improve user experience; this includes using the above-listed limited categories of personal information in AI models to improve the AI features and functions of the Platform
- *Deidentify personal information*, including aggregating and anonymizing personal information so that it is no longer personal information
- *Meet legal and compliance requirements*, including to perform audits, monitoring and reporting; support information security and anti-fraud operations; investigate and respond to disputes; exercise and defend legal claims; protect the rights, property or safety of our customers, our users, you, us or a third party; respond to legal process (including subpoenas) and governmental, court or law enforcement requests, investigations or orders; and comply with and enforce applicable laws, regulations, policies, procedures and agreements
- *Evaluate or conduct business changes*, including a merger, acquisition, sale, equity or debt financing, bankruptcy or other transaction in which a third party invests in or acquires control of our business or assets (in whole or in part)

We do not collect or process personal information for the purposes of automated decision-making or profiling (meaning the automatic processing of an individual's personal information to identify an individual's preferences and interests).

We only use sensitive personal information (account credentials, financial information, communications not directed to us and precise geolocation) as necessary to provide the Platform and services.

Under the laws of some jurisdictions, we must be able to describe the legal bases on which we rely to process personal information. We primarily rely on the legitimate interests, described above, to process personal information when not



overridden by an individual's data protection interests or fundamental rights and freedoms. Other legal bases for our processing of personal information include when the processing is necessary to perform a contract with you, we have a legal obligation to process the personal information or we have your consent to process the personal information.

Categories of Parties Whom We Share Your Personal Information

We share personal information with the categories of parties listed in this section.

2. Third Parties

We may share personal information with the following categories of third parties for all of our business purposes described in the above section called, Our Business Purposes for Collecting and Sharing Personal information.

- *Our affiliates* for purposes consistent with this Privacy Policy
- *Our vendors* who provide us with services and products that help us provide the Platform and operate our business, including hosting, technology and communication providers; cyber security and other security providers; analytics and marketing providers; artificial intelligence providers; and our attorneys, advisors, auditors and accountants
- *Parties as directed by customers*, we may share personal information with third parties as directed by the customer who is the controller for such personal information
- *Parties for marketing purposes*, we may share the following categories of personal information with third parties for our marketing purposes: contact information, professional information, commercial information, internet and device information (including approximate geolocation), preference information and inferences
- *Parties you access, authorize or authenticate*, including third parties you access through the Platform, such as identity or account verification providers and payment processors; information provided to such third parties are subject to such third parties' privacy policies; please consult the applicable third party's privacy policy for more information on how the third party uses your personal information
- *Parties for legal purposes*, including governmental authorities, law enforcement, courts or other third parties in connection with any of the activities set forth in the bullet beginning with "Meet legal and compliance requirements" in the section above called, Our Business Purposes for Collecting and Sharing Personal information
- *Parties for business changes*, for example, personal information that we collect may be shared with or transferred to a third party if we consider or undergo a merger, acquisition, sale, equity or debt financing, bankruptcy or other transaction in which a third party invests in, finances or acquires control of our business or assets (in whole or in part)

3. Customers

- We share personal information regarding a *customer's users* with such customer and its users (we do not share information regarding a customer's users with another customer without consent)
- If we obtain *personal information about other individuals from or on behalf of a customer* (for example, personal information regarding a non-user employee or contractor of a customer), then we may share such personal information with such customer
 - Our customers are considered "*controllers*" or "*owners*" of personal information we collect and process *on their behalf* under applicable privacy laws; and our customers are *not* considered "third parties" under applicable privacy laws or this Privacy Policy with respect to personal information we collect and process *on their behalf*
- This Privacy Policy does not control how our customers or users use personal information, which may be different from the uses described in this Privacy Policy; we have no responsibility for how our customers or users use personal information

2. We Do Not Sell or Share Your Personal Information for Targeted Advertising

We do *not* sell personal information. For purposes of this Privacy Policy, "*sell*" means the disclosure of personal information to a third party in exchange for money or other valuable consideration.



We do *not* share personal information with third parties for cross-contextual behavioral advertising or targeted advertising.

We do *not* share personal information with third parties for such third parties' direct marketing purposes.

3. Retention of Personal information

We retain personal information for as long as we deem to be necessary or advisable for our business purposes described in the above section called, Our Business Purposes for Collecting and Sharing Personal information (such as providing the Platform). This may include keeping your personal information after you have stopped using our Platform; for example, we may retain your personal information to market the Platform or services to you (unless you opt-out), comply with legal obligations, resolve disputes or collect fees owed.

2. Applicability of this Privacy Policy

This Privacy Policy covers how we treat personal information that we acquire from you, or in connection with our Platform or services, or in connection with our other business. This Privacy Policy does *not* cover, and we are not responsible for, the policies or practices of customers, other users or third parties that you may access or be connected with through the Platform or otherwise through us.

4. Sources of Personal information

We collect personal information from the following categories of sources:

- *Directly from you*, such as when you use our Platform or services or when you communicate or interact with us in any way, including mail, email, phone, chat, QR code or social media
- *Indirectly from you*, for example, we collect cookie data and other information from your device, browser or activity on our Platform
- *From or on behalf of customers*, for example, customers may provide us with the personal information of their employees or contractors
- *From third parties or public sources*, for example, from our data and analytics providers, governmental records and road data

Generally, you are not under a statutory or contractual obligation to provide personal information to us. However, if you do not provide the personal information required for us to facilitate certain services, verify your identity or process transactions, you may be unable to access the Platform and we may be unable to facilitate services or otherwise conduct business with you.

5. Providers and Customers and Third-Party Links

This Privacy Policy does *not* cover, and we are not responsible for, the privacy policies or practices of customers, users or any third parties, which have their own rules for how they collect and use personal information. Please make any privacy requests directly to customers, users or third parties with respect to personal information in their control.

Our Platform and website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share personal information about you. We do not endorse or control these third-party websites and are not responsible for their privacy practices or any information on their websites. When you leave our Platform and website, we encourage you to read the privacy policy of every website you visit.

6. Personal Information of Others You Share with Us

7. You may *not* disclose the personal information of another individual to us unless you have their prior written consent or are otherwise authorized under applicable law to share their information with us. To the extent that you provide another individual's personal information to us or we collect another individual's personal information on your behalf, you acknowledge and agree that you are responsible for compliance with all applicable laws concerning such personal information, including:

- providing all applicable notices



- receiving the proper authority or consent to allow us to collect, store, process and share such personal information
 - responding to data subject requests
8. Personal information of Children

We do *not* collect any personal information directly from children under 16 years of age. If you are a child under the age of 16, please do not attempt to use our Platform or send us any personal information. If we learn we have collected personal information directly from a child under 16 years of age, we will delete that data as quickly as possible.

To our knowledge, we do not sell, or share for cross-contextual behavioral advertising or targeted advertising purposes, the personal information of children under the age of 16.

9. CJIS Data

We do not collect, process or store Criminal Justice Information Services (CJIS) data. Thus, CJIS requirements are not applicable to our Platform, website or services.

3. Opt Out of Marketing Communications

You may request that we no longer send marketing communications to you. To opt out please send an email to support@genlogs.io. In your request, please indicate if you wish to opt out of all marketing communications or identify which specific types of marketing communications you no longer wish to receive (email, postal mail, telephone calls or text messages). You will continue to receive transaction and service-related communications.

4. Our Use of Cookies

10. Our Use of Cookies and Other Tracking Technology

Our Platform and website use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “cookies”) to gather data about visitors to our Platform and website, analyze trends and operate and improve our Platform. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Platform or website. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own cookies on your devices.

11. Monitoring and Recording Keystrokes and Other Communication

We may use cookies and other tracking technology to monitor and record keystrokes and other communications made through the Platform and our website, including chat, email, phone and text messages. This includes monitoring your keystrokes while you are using the Platform and our website. You consent to us monitoring and recording all of your communications made through the Platform and our website and to us using and sharing such recordings for all purposes described in this Privacy Policy.

12. Do Not Track

“Do Not Track” is a privacy preference that users can set in their web browsers. When a user turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the user. Our website is not currently configured to respond to Do Not Track signals or other mechanisms that provide users the ability to exercise choice regarding the collection of personal information about a user’s online activities over time and across third-party websites or online services.

13. Disable or Delete Cookies and Tracking Technology; Third-Party Cookies

1. Disable or Delete Cookies from Your Browser or Device

You can decide whether or not to accept certain cookies through your internet browser’s settings. Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new cookie in a variety of ways. To explore what cookie settings are available to you, look in the “preferences” or “options” section of your browser's menu.



You can also delete all cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our Platform and website and some of the functionalities of our Platform and website may not work.

5. Data Security and Processing

14. Security of Personal information

We will maintain reasonable technical and organizational safeguards for the protection of the security and confidentiality of personal information from unauthorized access, use, disclosure or transfer. Despite our efforts to ensure security, we cannot guarantee or warrant that personal information will not be accessed, acquired, disclosed for an improper purpose, altered or destroyed by an unauthorized person or as a result of a breach of our security safeguards or those of our hosting provider or other vendors or service providers. We cannot ensure the security of any data transmitted to us over the internet. To the fullest extent permitted by applicable law, we accept no liability for any unintentional disclosure by us of personal information. Therefore, we urge you to take adequate precautions to protect personal information as well, including, without limitation, never sharing your account username or password.

15. International Transfer, Storage and Processing

We operate from the United States and the personal information we collect or receive is stored and processed in the United States and may be processed in other countries around the world subject to the provisions of this Privacy Policy.

2. If you are located in the European Economic Area or other regions with laws governing data collection and use that may differ from United States law, please note that we may transfer data, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction and may afford materially less privacy protections for your personal information than your jurisdiction. You consent to the transfer of personal information to the United States or any other country in which we, our affiliates or vendors maintain facilities. You consent to the use and sharing of information about you as described in this Privacy Policy.

6. Changes and Amendments to Privacy Policy

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we do, we will post the revised policy on our Platform and/or website with a new “Last Updated” date. Your continued use of our Platform, our website or our services, or your provision of personal information to us following the posting of changes constitutes your acceptance of such changes. We encourage you to visit this page regularly for any changes.

7. Contact Us

1. Contact Us

2. You may contact us with questions, concerns, complaints, or disputes related to this Privacy Policy and our privacy policies and practices.

- **Data Controller:** GenLogs Corporation
- **Email:** support@genlogs.io