

TERMS & CONDITIONS FOR USE

Effective August 16, 2021

General

1. These Affiliate Terms and Conditions For Use (the “Affiliate Terms”) apply to your access and use of the core management services, including but not limited to access to and use of a website portal (collectively the “Online Services”), provided by SRC LOGISTICS, INC. or its current or future subsidiaries, affiliates, or licensors (together “SRCL”, “we”, “us” or “our”). References to “User”, “you” or “your” in these Affiliate Terms refer to the individual or affiliate company or other organization registered in connection with an SRCL customer for an account to the Online Services (“Affiliate Account”). **By clicking “I accept” or otherwise using the Online Services, you agree to abide by and be bound by these Affiliate Terms. If you do not agree these Affiliate Terms, do not use the Online Services.**

2. SRCL provides core material services (“Core Services”), including receiving, identification, inspection, storage and shipping services. We contract with customers, which include Original Equipment Manufacturers (“OEMs”), who may then authorize affiliate organizations to access and use the Core Services. The Core Services are enabled by SRCL’s proprietary software system (the “Proprietary Software”), which is part of the Online Services that we provide you with access to through an Affiliate Account that is authorized by an SRCL customer. You acknowledge that the Online Services, including the Proprietary Software, are proprietary to SRCL and are protected by intellectual property laws and other laws.

3. From time to time, we may modify or update these Affiliate Terms or the Online Services. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Online Services or updating the date at the top of these Affiliate Terms. Unless we say otherwise in our notice, amended Affiliate Terms will be effective immediately, and your continued use of our Online Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Affiliate Terms, you must stop using the Online Services.

Accessing and Using Your Affiliate Account

4. Eligibility. By using or accessing the Online Services in any way, you represent and warrant that you are an employee, representative, or agent of an authorized affiliate of an SRCL customer and that you otherwise meet the requirements that are set forth in these Affiliate Terms.

5. Passwords. Don’t reveal your Affiliate Account password or other access credentials to anyone else (or let them use your Affiliate Account), even if such other individual is associated with your company. You are responsible for maintaining the confidentiality of your password and security of your Affiliate Account. If you believe someone may have used your Affiliate Account without your authorization, please change your password and contact us at srcinfo@srclogisticsinc.com. You are responsible for all actions in connection with your Affiliate Account, regardless of whether you authorized such actions.

Limited License to Use

6. Ownership and Limited License. The Online Services, including the information, data, text, photographs, videos, audio clips, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Online Services (“Content”), are owned by SRCL or our licensors and are protected by U.S. and international trademark, copyright and other applicable laws. Except as expressly set forth in these Affiliate Terms, all rights in and to the Online Services are reserved by us and our licensors. Subject to these Affiliate Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use (i.e., to download and display locally) and access the Online Services and the content therein solely for purposes of using the Online Services in your capacity as an employee, representative or agent of an affiliate of an SRCL customer. Any use of the Online Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein, and will violate our intellectual property rights.

7. Intellectual Property Rights. You agree and acknowledge that SRCL or its related companies own any and all rights under copyright law, trademark law, trade secret law, and any and all other proprietary or moral rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide (“Intellectual Property Rights”) in connection with or relating to the Online Services and Content, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of the Online Services and Content. No part of the Online Services or Content may be copied, reproduced, imitated, used or distributed, in whole or in part, without our prior written permission. All trademarks other than those owned by SRCL or its related companies mentioned in the Online Services are the property of their respective owners.

Conduct

8. Prohibited Conduct. You will not violate any applicable law, contract, intellectual property right or other third-party right, or commit a tort, and you are solely responsible for your conduct while using our Online Services. You will not directly or indirectly, nor permit any party to:

- Copy, modify, distribute, publicly display, or create derivative works of all or portions of the Online Services, except as expressly permitted by us;
- Reverse engineer, decompile, disassemble, or otherwise attempt to gain access to the source code form of the Online Services;
- Use the Online Services or associated documentation in violation of export control laws and regulations;
- Remove any proprietary notices from the Online Services, documentation, or any other SRC materials furnished or made available in connection with the Online Services;
- Access the Online Services in order to (i) build a competitive product or service, or (ii) copy any features, functions, or graphics of the Online Services;

- Develop or use any applications that interact with the Online Services without our prior written consent;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Publish or disclose to third parties any evaluation of the software associated with the Online Services without SRCL's prior written consent;
- Attempt to gain unauthorized access to the Online Services or related data, systems, or networks;
- Use the Online Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- Use the Online Services to store or transmit malicious code or interfere with or disrupt the integrity or performance of the Online Services or any data contained therein;
- Use the Online Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Affiliate Terms.

Enforcement of this Section 8 (Prohibited Conduct) is solely at SRCL's discretion, and failure to enforce this Section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section does not create any private right of action on the part of any third party or any reasonable expectation that the Online Services will not contain any content that is prohibited by such rules.

Proprietary Software

9. The Proprietary Software includes the RLMS™ System and as between you and us, we own all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to (a) the Proprietary Software, including the RLMS™ system; (b) all related software and technology used by us to provide features and functionality connected to the Proprietary Software; and (c) all usage and other data generated or collected in connection with the use thereof. Except as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from or otherwise make any unauthorized use of any of the foregoing. In addition, you agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas, algorithms, or trade secrets of the Proprietary Software or any other software or technology of ours, except to the extent expressly required by applicable statutory law.

Account termination

10. Termination of an Affiliate Account linked to an SRCL customer. If your Affiliate Account was created by an SRCL customer, including an OEM, (a) an authorized representative of such SRCL customer or OEM may, at any time, terminate your Affiliate Account by

contacting us and such termination will be effective immediately upon our receipt of notice of such termination.

11. Termination by us. If you fail, or if we suspect that you have failed, to comply these Affiliate Terms, if you are no longer employed or engaged by an affiliate company, if your employer terminates its affiliate relationship with the SRCL customer or OEM, or at any other time when we, in our discretion, see fit to do so, we may, at our sole discretion, restrict your access to your Affiliate Account and the Online Services or terminate your Affiliate Account with immediate effect and without prior notice to you.

Disclaimer of Warranties; Limitations of Liability

12. Disclaimer of Warranties. The Online Services are provided “AS IS” and “AS AVAILABLE.” To the extent permitted by law, SRCL and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “SRCL Parties”) disclaim all warranties and terms, express or implied, with respect to the Online Services or any other services, including warranties, terms or representations as to the availability, operation, performance and use of the Online Services, or any other services, content or materials on or accessed via the Online Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade. You acknowledge that, notwithstanding the taking by SRCL of security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Online Services. Accordingly, SRCL cannot and does not guaranty the privacy, security, integrity or authenticity of any information so transmitted over or stored in connection with the Online Services or that any security precautions taken will be adequate or sufficient.

13. Limitation of Liability. For the avoidance of doubt, nothing in these Affiliate Terms will exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded. To the extent permitted by law, SRCL Parties will not be liable for any indirect, special, incidental, exemplary, punitive or consequential damages, business interruption or loss of profits, or damages for lost time, goodwill or data, even if advised of the possibility of such damages and regardless of the form of action, whether in contract, tort, strict liability or otherwise. UNDER NO CIRCUMSTANCES WILL SRCL PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND OR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, COMPUTER OR SYSTEM FAILURE OR MALFUNCTION, COSTS OF OBTAINING SUBSTITUTE SOFTWARE OR SERVICES, WORK STOPPAGE, DENIAL OF ACCESS OR DOWNTIME, SYSTEM OR SERVICE DISRUPTION OR INTERRUPTION, OR ANY LOST, DAMAGED, OR STOLEN DATA, INFORMATION, OR SYSTEMS, NOR WILL SRCL PARTIES BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATING TO ALLEGATIONS OR CLAIMS THAT THE ONLINE SERVICES WERE NOT FAILSAFE, DID NOT OPERATE WITHOUT INTERRUPTION OR WERE ERROR-FREE, OR DID NOT PROTECT AGAINST ALL SECURITY BREACHES OR ALL POSSIBLE SECURITY THREATS, MALFUNCTIONS,

MALICIOUS CODE OR OTHER VULNERABILITIES OR ERRORS IN ANY PRODUCTS OR SERVICES CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE, IN ALL CASES REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.

Investigations

14. From time to time, we may investigate any actual, alleged or potential violations of these Affiliate Terms. You agree to cooperate fully in any of these investigations or inquiries.

Governing Law

15. Governing law. Any dispute between you and us arising out of or relating to these Affiliate Terms, your use of the Online Services or the Core Services will be governed by and construed and enforced in accordance with the laws of Missouri, USA, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. For any dispute between you and us that is not subject to arbitration, the parties each irrevocably and unconditionally submit to the jurisdiction of and venue in the United States District Court for the Western District of Missouri, sitting in Springfield, Missouri (or, if such court lacks jurisdiction, in the Circuit Court of Greene County, Missouri), for any proceeding arising under these Affiliate Terms.

16. Arbitration. Except for disputes in which you or SRCL seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, any dispute, claim or controversy arising out of or relating to these Affiliate Terms, your use of the Online Services or the Core Services, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Affiliate Terms to arbitrate, shall be determined by arbitration in St. Louis, Missouri before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. The most recent version of the JAMS Rules are available on the JAMS website, <https://www.jamsadr.com/rules-streamlined-arbitration/>, and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason. You and SRCL agree that these Affiliate Terms affect interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Affiliate Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. Award Judgment may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

17. Any claim arising out of or related to these Affiliate Terms or the Online Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you will not have the right to assert the claim.

18. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual capacity. You agree that any dispute arising out of or related to these Affiliate Terms is personal to you and SRCL and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Miscellaneous

19. Entire Agreement. These Affiliate Terms constitute the entire agreement between us regarding the Online Services and supersedes and merges any prior proposals, understandings and contemporaneous communications. The section titles in these Affiliate Terms are for convenience only and have no legal or contractual effect. You agree that communications and transactions between us may be conducted electronically. For the avoidance of doubt, nothing in these Affiliate Terms will govern nor affect the relationship between you and your employer, or you and the SRCL customer or the OEM.

20. Severability; No Waiver. If any provision or part of a provision of these Affiliate Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Affiliate Terms and does not affect the validity and enforceability of any remaining provisions. Our failure to enforce any part of these Affiliate Terms will not constitute a waiver of our right to later enforce that or any other part of these Affiliate Terms.

21. Survival. Even after your access to the Online Services is terminated, or your use of the Online Services discontinues, certain of the Affiliate Terms will remain in effect. All terms that by their nature survive termination of these Affiliate Terms will be deemed to survive such termination.