



These conditions apply to the use of the UPPLY PLATFORM as well as to the use of the SMART SOLUTION and/or the CONNECT SOLUTION.

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UPPLY TERMS AND CONDITIONS OF USE

ANY USE MADE FOR ANY REASON WHATSOEVER OF THE PLATFORM NECESSARILY IMPLIES UNCONDITIONAL ACCEPTANCE BY THE USER OF THESE TERMS AND CONDITIONS OF USE (T&C).

UPPLY, a simplified joint-stock company with a share capital of 100 000 euros, registered with the trade and companies register of Nanterre under number 518 618 608, located at 26 Quai Charles Pasqua, 92300 Levallois-Perret, France (Hereinafter « **UPPLY** ») publishes the website accessible at the following address <https://upply.com/fr> (hereinafter the « **PLATFORM** »).

SECTION 1. DEFINITIONS

The terms mentioned below have the following meaning in these T&C:

"ACCOUNT": means the interface hosted on the PLATFORM in which all the data provided by the USER is grouped together. Access to the ACCOUNT is via the USER'S IDENTIFIERS.

"ADMINISTRATOR USER ": means the first USER registered by UPPLY for a given company or their replacement if applicable.

"CONTRACT": means the, the Terms and Conditions of Use, the Terms of Service, the Smart Solution Specific Conditions, the Connect Solution Specific Conditions (together, the " **T&Cs** ") and the Derogation Conditions.

"DATA": means all data processed by UPPLY and/or exchanged with the USER and/or the customer in the context of the execution of the SOLUTIONS, including in particular the identification data during the use of the SOLUTIONS excluding PERSONAL DATA as defined in the Privacy Policy.

"DATABASE": means a structured and organised set of data collected by UPPLY from USERS and data generated, calculated and integrated by UPPLY to which the tools and the PLATFORM are linked. The DATABASE is financed, constituted, structured and exploited by UPPLY which is the owner of it independently of the DATA which compose it, in its capacity of producer within the meaning of Section L.341-1 of the Code of the intellectual property or of Section 7.1 of the European directive 96/9/CE.

"IDENTIFIERS": refers to the confidential identification code and password allowing access to the ACCOUNT. These IDENTIFIERS are for the exclusive use of the USER, who is solely responsible for them.

"SHIPPER": means any company with a buyer's profile seeking a TRANSPORT SERVICE via the PLATFORM.

"CONNECT SOLUTION": means the connection of a SHIPPER with a CARRIER via the PLATFORM or by API, with a view to carrying out a TRANSPORT SERVICE.

"PERSONAL DATA": means personal data as defined in the personal data regulations and more generally any information relating to an identified or identifiable natural person.

"PARTIES": means both the USER and UPPLY.

"PLATFORM" or "SITE" or "WEBSITE": means the website offered by UPPLY accessible via the following link www.upply.com and via the Upply mobile application accessible via the apple store or the google play store as well as the portal accessible via the following link: <https://developers-dev.upply.com>

TERMS AND CONDITIONS OF USE" or "T&C": refers to the present contractual conditions which aim to govern the use of the PLATFORM by any USER. These T&Cs can be consulted and downloaded from the URL address <https://upply.com/fr-fr/>

"TRANSPORT SERVICE": means a transport service provided in mainland France by the CARRIER on behalf of the SHIPPER.

"CARRIER": means any company with the profile of a seller wishing to offer a TRANSPORT SERVICE via the PLATFORM.

"SOLUTIONS": refers to all the solutions offered by UPPLY to USERS via the PLATFORM, namely the SMART SOLUTION and the CONNECT SOLUTION.

"SMART SOLUTION" means the transport price comparison and analysis SOLUTION accessible via the PLATFORM or by API.

"USER": refers to any physical person that represents a SHIPPER or CARRIER or a company in a different sector of activity who accesses the PLATFORM and who by means of the creation of an ACCOUNT in the name of their company wishes to use the SOLUTIONS.

SECTION 2. PURPOSE

Any capable physical person may access the PLATFORM and any of its functions free of charge. The purpose of these T&Cs, is to set out the contractual provisions relating to the respective rights and obligations of the PARTIES in the context of the use of the PLATFORM. The use of the SOLUTIONS is governed in addition by the Terms and Conditions of Service applicable to the SOLUTION in question, which are available following these T&Cs.

SECTION 3. ACCEPTANCE AND MODIFICATION OF THE T&C

The use of the functionalities of the PLATFORM implies the acceptance of these T&Cs.

Thus, the USER undertakes to read these T&Cs carefully when accessing the PLATFORM and is invited to print them out and keep a copy.

These T&Cs are accessible at the bottom of each page of the PLATFORM by means of a hypertext link and can thus be consulted at any time.

The T&Cs may be modified and updated by UPPLY at any time, in particular to adapt to legislative or regulatory changes.

The applicable T&Cs are those in force at the time of the USER's navigation on the PLATFORM.

SECTION 4. TECHNICAL SPECIFICATIONS

Except in the case of unavailability, any USER with access to an internet connection can access the PLATFORM 7 days a week, 24 hours a day. Access to the PLATFORM is free.

The USER is informed that access to the PLATFORM and the creation of an ACCOUNT on the PLATFORM do not entail any obligation to purchase.

The USER acknowledges having the means and skills necessary to use the PLATFORM.

The equipment required to access and use the PLATFORM shall be the responsibility of the USER, as shall the telecommunications costs incurred by their use.

All equipment used by the USER to connect to the PLATFORM must at all times comply with the legislation and any applicable regulations and meet the requirements they impose.

In the event of disruption to the PLATFORM that can be traced back to the USER's equipment, the USER must immediately disconnect the equipment causing the disruption.

The USER is informed that the PLATFORM is optimized for use with the latest generation browsers.

The USER undertakes to access the PLATFORM using virus-free equipment and not to use the PLATFORM to store, transmit malicious code (*i.e. all viruses, worms, time bombs, Trojan horses and other*

harmful or malicious code, files, scripts, agents or programs), interfere with or disrupt the integrity or performance of the PLATFORM.

SECTION 5. ROLE OF UPPLY

5.1 Role of UPPLY

UPPLY is the PLATFORM operator.

5.2 Loyalty, Clarity and Transparency

In its capacity of PLATFORM operator, UPPLY accesses DATA and PERSONAL DATA.

These data allow UPPLY:

- to propose to SHIPPERS and to CARRIERS the sole offers of transport or offers of freight that adequate to their needs.
- and to improve its DATABASE and the quality of its SOLUTIONS.

UPPLY maintains equity-based relationships with some of the SHIPPERS and some of the CARRIERS listed on the PLATFORM without the existence of such relationships having any influence on the listing of SHIPPERS and/or CARRIERS.

SECTION 6. ACCOUNT MANAGEMENT

6.1 Creation of an ACCOUNT

The USER wishing to create an ACCOUNT on the PLATFORM does so in their name and on behalf of their company either in the capacity of a SHIPPER or in the capacity of a CARRIER or in any other capacity (to be mentioned at the time of creating an ACCOUNT)- This registration is free of charge and is carried out by completing the registration form accessible on the PLATFORM. The creation of an ACCOUNT is mandatory to be able to use the SOLUTIONS.

To open an ACCOUNT, the USER must provide the following information:

- Their personal information: surname / first name / Title / professional e-mail address / password / telephone number.
- Information about their company: company name / postal address / SIRET, identification number, intra-community VAT number or DUNS® number, depending on the location of the company to which they are attached.

Fields must be completed in order for the registration to be validated.

In this context the USER is invited to read and expressly accept these T&Cs by ticking the appropriate box and warrants that they are authorised to do so by the company they represent. This acceptance forms a contract between UPPLY and the USER'S company for the purpose of using the PLATFORM

UPPLY will send an email to the USER asking them to confirm the email address provided during registration. UPPLY will carry out a verification of the company to which the USER is attached. To this end UPPLY reserves the right to request a certificate of incorporation ("KBIS") of the company concerned, the proof of identity of a legal representative named on the KBIS or a copy of the delegation of authority of one of the legal representatives.

Each USER must ensure that their data are accurate, complete and unambiguous and to ensure that their data are regularly updated as necessary, under penalty of exclusion.

By default, the first USER who has confirmed their email address for a given company has the status of USER ADMINISTRATOR as detailed in Section 6.2 below.

6.2 Management of the ACCOUNT

The USER must keep their IDENTIFIERS strictly secret and take all measures to preserve their confidentiality. By express agreement between the PARTIES, any connection to their ACCOUNT and any operation carried

out by means of their IDENTIFIERS will be presumed to have been made by the USER themselves on behalf of their company. As such, they will be responsible for any action carried out department their ACCOUNT.

In the event of an infringement of the use of their ACCOUNT and/or their IDENTIFIERS or of suspicion of fraudulent use, the USER undertakes to contact UPPLY as soon as possible by e-mail at: **service.client@upply.com**.

The USER ADMINISTRATOR may appoint a new USER ADMINISTRATOR and may manage the access of other USERS of their company. The USER ADMINISTRATOR undertakes to immediately remove the access of a USER who leaves their company.

In the event of the deletion of a USER, only this particular USER will no longer have access to the data of the company concerned.

The USER is formally prohibited from creating more than one ACCOUNT unless they change companies.

6.3 Enhancing the USER profile

By clicking on [Settings] and the [My Profile] tab, the USER can:

- access, modify their PERSONAL DATA,
- change their password at any time,
- manage their newsletter subscriptions and be alerted to new offers/services.

Only USERS who are ADMINISTRATOR USERS for their company can modify their company's data by clicking on [Settings] and the [My Profile] tab.

UPPLY reserves the right to implement a Single Sign-On (SSO) solution for password management, thereby enabling a secure single authentication process to access various services.

6.4 Deletion of the ACCOUNT

The USER is free to delete their ACCOUNT at any time by sending an e-mail to: **service.client@upply.com**.

The USER having the status of USER ADMINISTRATOR for their company is free, at any time, to delete the ACCOUNT of another USER affiliated to their company by clicking on [Settings] then on the [User Management] tab and selecting the [Revoke user] option.

UPPLY will confirm the deletion of the USER's ACCOUNT by sending an email to the email address specified in the ACCOUNT.

All PERSONAL DATA associated with the ACCOUNT will be kept in UPPLY's secure archives for a period of three (3) years from the date of de-registration and then deleted in accordance with the Privacy Policy available at the following address

https://www.upply.com/hubfs/Juridique/Politique_de_Confidentialite/Privacy_policy_Uply.pdf

It is recalled that, upon request by the USER and in accordance with the right of portability, UPPLY will provide all PERSONAL DATA associated with their ACCOUNT in a structured, commonly used and machine-readable format.

In the event that a USER does not log in to their ACCOUNT for a period of three (3) successive years, their ACCOUNT will be automatically deleted.

UPPLY may suspend access to the SOLUTIONS and the ACCOUNT, without prior notice and at its sole discretion, in the event of violation of one or more provisions of the T&CS.

The USER shall be informed of this decision by means of an e-mail.

SECTION 7. OBLIGATIONS OF THE PARTIES

7.1 Obligations of USERS

As part of the use of the PLATFORM, each USER must not bring prejudice to public order and comply with the laws and regulations in force, respect the rights of third parties and comply with the provisions of these T&CS.

Each USER must:

- Behave in a loyal manner towards UPPLY and third parties;
- Be honest and sincere in the information provided to UPPLY and other USERS;
- Use the PLATFORM in accordance with its purpose as described in these T&C;
- Not divert the purpose of the PLATFORM to commit crimes, misdemeanours or offences punishable by the French criminal code or any other law;
- Respect the privacy of third parties and the confidentiality of exchanges;
- Comply with the intellectual property rights of UPPLY concerning the elements of the PLATFORM and, where applicable, the intellectual property rights of other USERS;
- Not seek to undermine, within the meaning of Sections 323-1 et seq. of the French criminal code, the automated data processing systems implemented on the PLATFORM;
- Not modify the information put online by UPPLY or by another USER;
- Not use the PLATFORM to send unsolicited mass transmission of messages (advertising or other);
- Not disseminate data that would diminish, disorganise, slow down or interrupt the normal operation of the PLATFORM.
- Not disrupt the operation of the WEBSITE;
- Ensure the confidentiality of their identifiers and password by not communicating them to anyone;
- Not violate the privacy, business secrecy, or secrecy of correspondence by using the SITE;
- Not reproduce, depict or communicate to the public in any way whatsoever all or part of the SITE;
- Not develop, support or use software, devices, scripts, robots or any other means or processes (including but not limited to indexing robots, browser plug-ins and add-ons, or any other technology or physical work) to perform web scraping of the SITE and/or SOLUTIONS;
- Not extract, reuse, store, reproduce, depict or retain, directly or indirectly, on any medium whatsoever, by any means, and in any form whatsoever, all or part of the SITE which constitutes a database protected by law.

The use of the ACCOUNT by the USER is personal. The USER is therefore solely responsible for the actions they carry out via their ACCOUNT.

The USER generally must not contravene the legal and regulatory requirements applicable to the SITE and in particular the provisions of the French intellectual property code.

The USER must make available to UPPLY only content of which they are the author or which they are authorised to publish.

In line with the legal and regulatory provisions in force and in accordance with French Act of July 29, 1881 on the freedom of the press, the USER must not diffuse any message, opinion or information:

- Constitutive of wrongful denigration aimed at UPPLY or the USERS;
- Insulting, defamatory, sexist, pornographic, paedophilic, revisionist or damaging to the honour or reputation of others;
- Inciting discrimination, hatred of a person or group of persons because of their origin or their membership or non-membership of a particular ethnic group, nation, race, sexual orientation or religion;
- Threatening a person or group of persons;
- Inciting hatred, violence, to commit an offence, a crime or an act of terrorism or apologia for war crimes or crimes against humanity or suicide;
- Allowing third parties to interrupt, alter, destroy or limit the functionality of any computer or network, through acts of hacking and intrusion into computer and telecommunications systems, viruses and other logic bombs and generally any software or other tool that may infringe on the rights of others and the safety of persons and property;
- Of a commercial nature (prospection, soliciting, prostitution...);
- Aiming at advertising or constituting advertisements broadcasting;

- Infringing on the intellectual property rights of third parties, in particular with regard to copyright or trademark law;
- Infringing on the right to image or privacy;
- Infringing the interests and rights of third parties;
- In violation of business secrecy or the secrecy of correspondence;
- And generally speaking, any content contrary to the law, public order and morality.

The USER is solely responsible for the content they make available on the WEBSITE.

UPPLY may delete any content posted by a USER that is manifestly illegal and that has been reported to it by a USER, in accordance with the legal provisions in force and provided for in particular in French Act for Confidence in the Digital Economy of June 21, 2004. Under no circumstances may UPPLY be held liable in the event of the exercise of this right.

The USER expressly authorises UPPLY to use, distribute, host, store, reproduce, modify, adapt, translate and display its contents on the WEBSITE and/or any other media (including physical and digital media), by any means, for the purpose of exploiting and improving the SOLUTIONS offered by UPPLY and of the WEBSITE. This authorisation is valid for the whole world and is granted for a period of ten (10) years from the time the content is made available by the USER.

The USER represents and warrants that all documents, information, data and content provided to UPPLY during their use of the WEBSITE and/or the SOLUTIONS are accurate and up to date at the time of communication.

The USER warrants UPPLY against any disturbance, action, claim, opposition, demand and eviction whatsoever from a USER or a third party who considers that any content of a USER infringes on their rights, as well as against any damage or liability incurred in the exercise of the rights attached thereto, and must cover all damages or legal costs (including attorney's fees, costs, and other expenses not included in proceedings costs) that UPPLY may have to bear due to the content made available by the USER.

Hyperlinks

This WEBSITE may contain links to third party websites that are not under the control of UPPLY. UPPLY makes no representations or warranties of any kind whatsoever about any other website to which the USER may have access through the UPPLY WEBSITE. When the USER accesses a third-party website, the USER does so at their own risk and acknowledges that UPPLY is not liable for the content, advertisement, products or other elements and data available on such third-party websites. The USER also acknowledges and agrees that UPPLY does not assume any responsibility and will not be liable for any loss or damage of any nature whatsoever resulting from the use of any third-party website. References to third party companies and third-party websites on the UPPLY WEBSITE are for information purposes only and do not constitute an endorsement or recommendation.

Consequently, UPPLY cannot be held liable particularly for the conditions of access, the services offered, their content and/or elements stored on them, the updates made to them, etc. If the USER decides to use a hyperlink to access a third-party website, the USER does so at their own risk. These T&Cs will no longer be applicable, so the USER is advised to read the terms and conditions of service applicable to third party websites.

7.2 Obligations of UPPLY

The general obligation of UPPLY is an obligation of means. UPPLY has no obligation of result or reinforced means of any kind.

7.2.1. –Availability of the PLATFORM

UPPLY will take all necessary and reasonable measures to make the PLATFORM accessible 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond UPPLY's control and subject to any breakdowns or corrective maintenance operations necessary for the proper functioning of the PLATFORM.

However, UPPLY will not be held liable for any disruptions, interruptions and anomalies that are not of its

making and that would affect, for example, transmissions via the Internet and more generally via the communication network, regardless of their importance and duration.

Furthermore, UPPLY may temporarily interrupt access to the PLATFORM or suspend all or part of the SOLUTIONS for maintenance reasons, for the improvement and installation of new functionalities, for the audit of the proper functioning or in the event of malfunction or threat of malfunction.

However, UPPLY draws the attention of the USERS to the fact that the current protocols of communication via Internet do not guarantee in a certain and continuous way the transmission of electronic exchanges (messages, documents, identity of the sender or the recipient).

7.2.2 Corrective maintenance

UPPLY will take all necessary and reasonable measures to have the technical corrections made to the PLATFORM as soon as possible, with regard to possible operating anomalies and/or conformity with the applicable safety standards.

UPPLY provides USERS with a support service accessible at the following address: **service.client@upply.com** and by telephone on the number made available on the site <https://www.upply.com> from 9 a.m. to 6 p.m. CEST from Monday to Friday, excluding French public holidays.

Any intervention resulting from misuse by the USER of the PLATFORM or the SOLUTIONS may give rise to a specific invoice.

7.2.3 Security

UPPLY will take all necessary and reasonable measures to:

- Ensure logical and physical security of its information systems;
- Minimise the risk of a security breach;

so as to optimise the conditions of supply of the SOLUTIONS via the PLATFORM.

SECTION 8. LIABILITY

8.1 Liability of UPPLY

8.1.1 General principles

UPPLY declines all responsibility:

- in case of temporary impossibility to access the PLATFORM for technical maintenance operations or updating of published information. The USERS acknowledge that UPPLY cannot be held liable in the event of malfunctions or interruptions in the said transmission networks;
- in the event of virus attacks, unlawful intrusion into an automated data processing system;
- in case of abnormal use or illicit exploitation of the PLATFORM by a USER or a third party;
- pertaining to the content of third-party websites to which hypertext links present on the PLATFORM refer;
- in the event of non-compliance with these T&Cs attributable to the USERS;
- in case of delay or non-performance of its obligations, when the cause of the delay or non-performance is related to a case of force majeure as defined in Section 9 of these T&C;
- in the event of an extraneous cause not attributable to UPPLY;
- in case of use of the service for purposes other than those provided for in the present T&Cs of Service.

The USER may seek the liability of UPPLY if it has previously notified UPPLY by registered letter with acknowledgement of receipt of the alleged breach and if UPPLY has not responded within thirty (30) days from receipt of such notice. In any event, UPPLY's liability may only be sought in the event of proven breach. The liability of UPPLY is in any case limited to five thousand (5,000) € per event and per calendar year.

UPPLY cannot warrant the USER that the WEBSITE will exactly meet their expectations nor that no errors will appear during its use. UPPLY does not warrant the reliability or the accuracy of the information on the WEBSITE, nor the compatibility of the WEBSITE to the specific uses of the USER.

In particular, UPPLY does not declare or warrant that the content of the WEBSITE will be free of errors and that the WEBSITE platform will be free of viruses or other harmful elements, that the information provided is exhaustive, up-to-date, accurate, used in practice or is materially accessible at the time the USER accesses the WEBSITE or that errors and defects will be corrected. The USER must take their own precautions in this respect.

UPPLY will not be held liable for:

- (i) any improper use of the WEBSITE by USERS or any other third party, or
- (ii) the contents and DATA made available by the USERS in the context of the use of the WEBSITE. In the event that UPPLY's liability is sought by a third party due to a breach by the USER of any of the provisions of the T&CS, UPPLY may call the USER as guarantor;
- (iii) in the event of difficulty of transmissions or, more generally, any disturbance of the telecommunications network and the Internet. It is up to the USER to have the necessary skills and means (at the expense of the USER: internet access, telephone subscription etc.) to access the various SOLUTIONS;
- (iv) in the case of inaccessibility of the WEBSITE, whatever the reason and/or its duration;
- (v) in the event of loss or damage suffered by the USER or any third party as a result of a failure (i) of access to the SOLUTION (ii) of the internet networks, (iii) of the telecommunications means and,
- (vi) more generally, any event not directly and/or exclusively attributable to UPPLY or any event of force majeure, as defined by French courts' case law;

The USER acknowledges that the WEBSITE is currently hosted for UPPLY by Microsoft Ireland Operations Ltd registered under VAT Reg No. IE8256796U and domiciled at: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland (hereinafter referred to as "Microsoft"). To the extent permitted by applicable law, notwithstanding any other provision of these T&CS, the USER acknowledges and agrees that UPPLY will not be liable for Microsoft's actions and omissions. In addition, UPPLY does not warrant that the hosting services will be uninterrupted, error-free, or risk-free. The USER acknowledges and accepts that UPPLY uses an outsourced hosting environment and that UPPLY cannot directly control the operations of this environment. By accepting these T&CS, the USER confirms and agrees to comply with Microsoft's Terms of Service.

8.1.2 Hosting provider status

The USERS acknowledge that UPPLY has the status of host within the meaning of Section 6 I 2° of French Act for Confidence in the Digital Economy of 21 June 2004, known as "LCEN".

In this respect, UPPLY may withdraw any content that it has been informed of and that it considers to be manifestly illicit within the meaning of Section 6 I 2° of French Act for Confidence in the Digital Economy of 21 June 2004, known as "LCEN".

Notification of manifestly illicit content by a USER or any other third party must be made by e-mail to **service.client@upply.com** or by registered mail with acknowledgement of receipt to the following address: **26 Quai Charles Pasqua, 92300 Levallois-Perret.**

In accordance with SECTION 6 I 5° of the law of 21 June 2004 on confidence in the digital economy, known as the LCEN, the notification, in order to be valid, must include the following elements:

- the date of the notification;
- if the notifying party is a natural person: their surname, first names, profession, domicile, nationality, date and place of birth; if the applicant is a legal entity: its form, name, registered office and the body that legally represents it; it being specified that the condition relating to the provision of the identity of the notifier is deemed to have been met if the notifier is a registered user of the communication service to the public and is logged on at the time of notification and the host has collected the elements necessary for their identification;
- the name and domicile of the addressee or, in the case of a legal entity, its name and registered office;
- the description of the disputed facts and their precise location; it being specified that these conditions are deemed to be met if the service allows this notification to be made by a technical device directly accessible from the disputed content;
- the reasons for which the content must be removed, including a mention of the legal provisions and justifications of the facts, it being specified that this condition is deemed to be met if the online public communication service allows notification to be made by a technical device offering to integrate the category of offence to which the contentious content may be attached;
- a copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or the justification of the fact that the author or publisher could not be contacted, except in the case of certain offences provided for by Section 6 I 5° of the LCEN.

8.2 Liability of the USER

The USER will be solely liable for any damage, direct or indirect, material or immaterial, caused to UPPLY, to other USERS, or to any third party as a result of its abnormal use or illegal utilisation of the PLATFORM. UPPLY declines all liability in this respect, and in particular when the cause of the damage constitutes a breach of these T&CS.

The USER warrants UPPLY against any disruption, action, claim, opposition, demand and eviction whatsoever arising from a USER or third party who considers that a USER's content infringes on their rights, as well as against any damage or liability incurred in the exercise of the rights attached thereto, and must cover all damages or legal costs that UPPLY may have to bear as a result of the content made available by the USER.

SECTION 9. FORCE MAJEURE

UPPLY will not be liable if the non-execution or delay in execution of one of its obligations described in these T&Cs results from a case of force majeure as defined in the French civil code and by the case law of French courts.

There is force majeure in contractual matters when an event beyond the debtor's control, which could not reasonably have been foreseen at the time the contract was entered into and whose effects cannot be avoided by appropriate measures, prevents the debtor from performing its obligation.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the agreement. If the impediment is permanent, the agreement is terminated by operation of law and the parties are discharged from their obligations under the conditions provided for in Sections 1351 and 1351-1 of the French civil code.

In the case of the occurrence of an event having the characteristics of force majeure, UPPLY will endeavour to inform the USER as soon as possible.

SECTION 10. INTELLECTUAL PROPERTY

10.1 WEBSITE of UPPLY and its components

The WEBSITE, all its constituent elements (including but not limited to all know-how, trade secrets, texts, presentations, videos, photographs, downloadable documents, graphic charter, interfaces, trademarks and logos, database and software) are protected by intellectual property rights (including but not limited to copyright, sui generis right of the maker of databases, trademarks, designs, domain names ...) and related rights held exclusively by UPPLY and/or its licensors.

Unless otherwise provided, these T&Cs do not entail any assignment of any kind of intellectual property rights over the elements belonging to UPPLY for the benefit of the USERS.

10.2. Rights of UPPLY

The trademarks, logos, slogans, graphics, photographs, animations, video, databases and texts contained on the PLATFORM are the exclusive property of UPPLY and may not be reproduced, used or depicted, under penalty of legal proceedings.

The same applies to the computer developments, technologies and underlying developments constituting the PLATFORM.

Therefore, they may not be reproduced, decompiled, disassembled without prior express authorisation, under penalty of legal proceedings.

10.3. Prohibited usage

Any total or partial reproduction of the contents of the PLATFORM by any process whatsoever is prohibited and constitutes an infringement punishable by Sections L.335-2 et seq. and Sections L.713-1 et seq. of the French intellectual property code.

UPPLY also expressly prohibits:

1° The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the contents of the PLATFORM database to another medium, by any means and in any form whatsoever;

2° The reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the PLATFORM database, in any form whatsoever;

3° The repeated and systematic extraction or reuse of qualitatively or quantitatively non-substantial parts of the contents of the PLATFORM database, when these operations clearly exceed the normal conditions of use of this database.

As such, the USER agrees not to use any content of the PLATFORM, except for the authorisations delivered within the scope of these T&CS.

10.4 Licence to use granted by the USER

The USER expressly grants UPPLY, free of charge, a worldwide transferable and sub-licencable licence on the DATA communicated to UPPLY during their use of the WEBSITE and/or the SOLUTIONS, for the entire duration of their protection, in order for UPPLY to use the data for its own commercial purposes, in particular in order to improve the WEBSITE SOLUTIONS.

In particular, the USER grants UPPLY the right to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display the elements, information and DATA in its SMART SOLUTION DATABASE without prejudice to the intellectual property rights of UPPLY and/or its licensors.

The USER expressly authorises UPPLY to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display their DATA on the WEBSITE, on social networks and/or any other media (including physical and digital media, press kit, commercial support, promotional and/or advertising material), by any means, for the purposes of exploitation, improvement, promotion, marketing, advertising of the SOLUTIONS proposed by UPPLY and of the WEBSITE. This authorisation is valid for the entire time and for the duration of protection that the DATA may enjoy under the applicable legislation.

SECTION 11. PROTECTION OF PERSONAL DATA

As part of the operation of the PLATFORM, UPPLY may collect PERSONAL DATA from the USERS.

The PERSONAL DATA of the USER is necessary for the management of the PLATFORM and their ACCOUNT and to send them newsletters exclusively from UPPLY, unless they no longer wish to receive such communication from UPPLY.

Such data shall be kept confidential by UPPLY for the purposes of the agreement, its performance and in compliance with the law, for a period of three (3) years from the deletion of the USER's ACCOUNT.

The data may be communicated in whole or in part to the relevant departments of UPPLY and its service providers.

In this respect, the USER is invited to consult the UPPLY Privacy Policy accessible at the following address: https://www.upply.com/hubfs/Juridique/Politique_de_Confidentialite/Privacy_policy_Upply.pdf which will provide them with all the information relating to the protection of personal data and the processing carried out via the PLATFORM.

In accordance with *French Data Protection Act No. 78-17 of 6 January 1978, as modified*, and with *Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR")*, UPPLY ensures the implementation of the rights of the data subjects.

It is recalled that the USER whose PERSONAL DATA is processed has the right to access, rectify, update, portability and delete information concerning them, as well as the right to limit processing in accordance with Sections 49, 50, 51, 53 and 55 of the French Data Protection Act and the provisions of Sections 15, 16, 17 and 18 of the European General Regulation on the Protection of Individuals (RGPD).

In accordance with the provisions of Section 56 of the French Data Protection Act and Section 21 of the GDPR, the USER may also, for legitimate reasons, object to the processing of data concerning them, without reason and without charge.

The USER can also define the fate of their PERSONAL DATA after their death and choose whether or not UPPLY can communicate their PERSONAL DATA to a third party that the USER will have previously designated.

The USER may exercise their rights by sending an e-mail to the address: dpo@upply.com or by sending a letter to **26 Quai Charles Pasqua, 92300 Levallois-Perret**.

Finally, the USER may also lodge a complaint with the supervisory authorities, in particular the CNIL (<https://www.cnil.fr/fr/plaintes>).

SECTION 12. DATA of the USER

The USER warrants and declares that:

- That they have all necessary rights, consent and/or permissions to use, provide to UPPLY, authorise UPPLY to receive, possess and use as set forth in the T&Cs all DATA that they provide to UPPLY within the framework of their use of the PLATFORM;

- Providing these DATA to UPPLY does not infringe on any third-party rights, any other agreements, or any law or regulation;

The USER will indemnify and release UPPLY, its officers, and employees from any liability for any claim, demand, suit or proceeding brought against UPPLY by any third party alleging that the receipt, possession or use by UPPLY of such DATA violates any third party right, agreement or any law or regulation, as well as against any damage or liability incurred in the exercise of the rights attached thereto and must cover all damages or legal costs (including attorney's fees, costs and other expenses not included in proceedings costs) that UPPLY may have to bear as a result of the DATA made available by the USER.

UPPLY implements necessary and reasonable technical safeguards to ensure the security, confidentiality and integrity of the DATA. In addition, UPPLY uses industry-recognized penetration testing service providers to identify and resolve predictable attack vectors and potential intrusion scenarios.

UPPLY may use the DATA in order to operate the PLATFORM and the SOLUTIONS and to improve them. It is stated that no element that allows the identification of the USER other than those added onto it by the USER himself, shall be published on the WEBSITE or within the SOLUTIONS when UPPLY uses the DATA of the USER.

By accepting the T&CS, USERS expressly agree that their DATA may be transmitted to any subcontractors of UPPLY for the purpose of improving the SOLUTIONS offered by UPPLY.

SECTION 13. ASSISTANCE

Any questions or complaints regarding the use or operation of the PLATFORM may be made in accordance with the following terms and conditions:

- by e-mail to the following address: **service.client@upply.com**
- by phone to the number made available on the website <https://www.upply.com>

Within the scope of the telephone exchanges between the customer service and the USERS of UPPLY, a recording of the conversations can be made, unless the USER expressly expresses their objection to the recording during their call.

SECTION 14. GENERAL PROVISIONS

The fact that one of the PARTIES has not required the application of any provision of these T&Cs, whether permanently or temporarily, must in no way be considered as a waiver of the said provision.

If any of the provisions of these T&Cs are declared null and void with regard to any legislative or regulatory provision in force and/or a court decision having the force of res judicata, it will be deemed unwritten but will not affect the validity of the other provisions, which will remain fully applicable.

Such a modification or decision does not in any way authorise USERS to disregard these T&Cs.

In the event of any difficulty of interpretation between any of the headings of the provisions and any of these provisions, the headings will be declared non-existent.

SECTION 15. JURISDICTION AND APPLICABLE LAW

These T&Cs and the relationship between the USER and UPPLY will be governed by French law.

The T&Cs constitute the entire agreement between UPPLY and the USER (and the company they represent) as regards their purpose. This agreement supersedes all prior or contemporaneous agreements, whether written or oral, concerning the matters set forth herein and supersedes any conflicting terms and conditions. The T&Cs are drawn up in English and French languages. In any event, the French language version of the T&Cs will prevail over any other version.

In the event of a dispute arising between UPPLY and a USER concerning the interpretation, performance or termination of the T&Cs, the PARTIES must seek to settle it amicably.

In such a case, the USER is first invited to contact UPPLY's complaints department by e-mail at the following address: ***service.client@upply.com*** or by telephone to the number made available on the website <https://www.upply.com>.

The complaints department will make its best efforts to process complaints within one (1) month. In any event, the USER will be informed of the time required to process their request.

If the PARTIES do not reach an agreement, an optional mediation procedure will then be proposed, conducted in a spirit of loyalty and good faith, in order to reach an amicable agreement when any dispute arises in relation to these T&CS, including their validity.

The PARTY wishing to implement the mediation process must first inform the other PARTY by registered letter with acknowledgement of receipt, indicating the elements of the dispute.

As mediation is not mandatory, the USER or UPPLY may withdraw from the process at any time.

In the event that mediation fails or is not envisaged, the dispute which may have given rise to mediation shall be referred to the competent courts within the jurisdiction of the court of appeal in Paris.

TERMS AND CONDITIONS OF SERVICE

ANY SUBSCRIPTION OF AN ACCOUNT ON THE PLATFORM BY THE CUSTOMER IMPLIES THE LATTER'S UNRESERVES ACCEPTANCE OF THESE AND CONDITIONS OF SERVICE (T&CS OF SERVICE).

SECTION 1. DEFINITIONS

The defined terms (in capital letters) used in these Terms and Conditions of Service that have not been defined below have the meaning given in the Terms and Conditions of Use:

"CUSTOMER": means any company for which an ACCOUNT has been created by a USER on the PLATFORM to access the SOLUTIONS and use them.

"CONFIDENTIAL INFORMATION": means all financial, legal, technical, commercial, strategic information, as well as data, documents of any kind, drawings, concepts, manufacturing secrets, know-how, information systems, software, transmitted or brought to the knowledge of a PARTY under the CONTRACT, regardless of the form and/or media used.

"DAMAGE": means the hypothesis of theft, breakage, loss or damage to the GOODS occurring during the TRANSPORT SERVICE.

"DEROGATION CONDITIONS": means the derogation conditions agreed where applicable, between UPPLY and the CUSTOMER.

"INCIDENTS": means all failures of the CARRIER or the SHIPPER, or impediments of the consignee, in the performance of the TRANSPORT SERVICE, excluding DAMAGE, such as delays, modifications, cancellations, no-shows or failure to perform the TRANSPORT SERVICE outside the time limits provided for herein.

"BUSINESS HOURS" means the period of work during the BUSINESS DAYS from 9.00 a.m. to 12.00 noon and from 2.00 p.m. to 5.00 p.m. (French time), excluding public holidays.

"BUSINESS DAYS" means the days of the week from Monday to Friday, excluding public holidays in France.

"PARTIES": means both UPPLY and the CUSTOMER.

"QUOTATION": means the specific pricing conditions offered by UPPLY to the CUSTOMER, where applicable, for the use of a SOLUTION.

"TERMS AND CONDITIONS OF USE " or **"T&C"**: means the contractual conditions made available on the home page of the PLATFORM, in order to govern the use of the PLATFORM by any USER.

"TERMS AND CONDITIONS OF SERVICE" or "T&Cs of Service": means these general terms and Conditions of Service and the applicable Specific Terms and Conditions, which govern the use by the CUSTOMER of the SOLUTIONS made available by UPPLY.

"SOLUTION" means the SMART SOLUTION and/or the CONNECT SOLUTION.

SECTION 2. CONTRACTUAL DOCUMENTS

The contractual documents are listed below by order of descending priority:

- The QUOTATION if applicable;
- The DEROGATION CONDITIONS, if applicable;
- The Specific Conditions and their appendices;
- The Terms and Conditions of Service;
- The T&Cs.

UPPLY may modify the T&Cs of Service at any time. These modifications will be brought to the knowledge of the CUSTOMER by all means before the changes come into force. In the event of substantial modifications of the present T&Cs of Service, the following hypotheses must be distinguished:

- Either the CUSTOMER refuses the substantial modifications within seven (7) days following the notification, in which case it may terminate the contract under the conditions provided in Section 11 hereof.
- Either the CUSTOMER does not refuse the substantial modifications within seven (7) days following the notification, in which case they will automatically come into force as of the notification without further formality.

SECTION 3. PURPOSE

The purpose of the T&Cs of Service is to set the terms and conditions of use by the CUSTOMER of the SOLUTIONS to which they registered on the PLATFORM, as well as the respective rights and obligations of the PARTIES induced by the use of the SOLUTION.

They take precedent over all other conditions of the CUSTOMER, which cannot, as a result, rely on any provision of its own general and/or specific terms and conditions of purchase.

SECTION 4. MODALITIES OF ACCESS TO THE SOLUTION(S)

T&Cs of Service

The use of the SOLUTIONS is reserved for professionals who have an ACCOUNT opened on the PLATFORM and who have subscribed to one or more SOLUTIONS on this PLATFORM.

UPPLY checks the completeness and consistency of the CUSTOMER's file and validates, or not, its status as a SHIPPER or a CARRIER. The same company can be a SHIPPER and a CARRIER if it meets the access conditions of these two statuses.

The CUSTOMER's refusal to provide UPPLY with updated documents may lead to a temporary suspension of access to the CONNECT SOLUTION, if the verification of the documents by UPPLY is impossible, until the verification of the said documents

SECTION 5. FINANCIAL TERMS

The use of the SOLUTIONS is subject to the financial terms and conditions detailed where applicable in the QUOTATION, the DEROGATION CONDITIONS or the SPECIFIC CONDITIONS.

The applicable interest rate is the legal interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

Interest for late payment is due on the day following the payment date shown on the invoice without the need for a reminder or formal notice. Any CUSTOMER in a situation of late payment is automatically liable to the creditor for a fixed compensation for collection costs in the amount of forty (40) euros.

When the collection costs incurred are higher than the amount of this fixed indemnity, UPPLY may request additional compensation, upon justification.

SECTION 6. OBLIGATIONS OF UPPLY

UPPLY undertakes to make the SOLUTIONS available to the CUSTOMER under the conditions set out in these T&Cs of Service, the QUOTATION, the DEROGATION CONDITIONS and/or the SPECIFIC CONDITIONS and to provide the CUSTOMER with the services described therein

UPPLY is subject to a general obligation of best efforts and it is not bound by any obligation of result or reinforced best efforts of any kind unless otherwise stipulated in the SPECIFIC CONDITIONS of the CONNECT SOLUTION or applicable legal provisions.

SECTION 7. OBLIGATIONS OF THE CUSTOMER

In order to allow UPPLY to supply the services covered in the SOLUTIONS in the best conditions, the CUSTOMER must:

- Provide up-to-date and accurate data;
- Pay the price that corresponds to the SOLUTIONS.
- Identify in an apparent and legible manner the data from the UPPLY DATABASE, when these are disseminated or reproduced as part of the use in reports for its own internal needs, via the following mention: "Source: upply.com", accompanied by the UPPLY logo made available by UPPLY in the appropriate format. The use of the data outside the customer's company, in particular for commercial purposes, must be the subject to an express agreement from UPPLY

SECTION 8. INTELLECTUAL PROPERTY

Section 8.1 - Property of UPPLY

The CUSTOMER acknowledges UPPLY's intellectual property rights over the PLATFORM, its components, the DATABASES and the related contents and waives the right to contest these rights in any form whatsoever.

The contents on the PLATFORM are the exclusive intellectual property of UPPLY and/or its partners and may not be reproduced, used or depicted without the express authorisation of UPPLY under penalty of legal proceedings.

Any total or partial representation of the PLATFORM and its contents, by any process whatsoever, without the express prior authorisation of UPPLY is prohibited and will give rise to legal proceedings.

Section 8.2 - Licence to use the SOLUTIONS

By the present T&Cs of Service UPPLY hereby grants the CUSTOMER a non-exclusive licence to use the SOLUTION they have chosen.

This licence is non-transferable and will not be considered as a transfer of property of any kind in favour of the CUSTOMER. The latter therefore refrains from assigning, exchanging, lending, renting or granting to a third party, even free of charge, any right of use conferred by these T&Cs of Service.

This licence is granted for the entire world, for the entire duration of the provision of the SOLUTIONS, in consideration of the payment of sums agreed in the Specific Conditions.

In addition, as a reminder, any use that does not comply with the licence is subject to legal proceedings.

SECTION 9. PERSONAL DATA

As part of the SOLUTIONS, UPPLY collects and processes PERSONAL DATA. These data are processed only to:

- Manage the contractual relations with the CUSTOMER;

- Administer the PLATFORM;
- Establish statistics of traffic (anonymous and aggregated) for the PLATFORM;
- Be able to provide the CUSTOMER with the SOLUTIONS;
- Follow up on requests related to the operation of the PLATFORM;

All of the CUSTOMER'S PERSONAL DATA will be processed in accordance with these purposes.

The CUSTOMER'S PERSONAL DATA will be kept in a secure archive for three (3) years from the suppression of the USER's ACCOUNT, and will be intended for use by UPPLY and all service providers associated with the operation of the PLATFORM.

The CUSTOMER benefits in particular from the following rights:

- Right of access, rectification, and updating of its data in accordance with Sections 49 and 50 of the French Data Protection Act of January 6, 1978 as amended and Articles 15 and 16 of the General Data Protection Regulation (GDPR);
- Right to object to the processing of its data in accordance with Section 56 of the French Data Protection Act and Article 21 of the GDPR;
- Right to the erasure of its personal data in accordance with Article 17 of the GDPR;
- Right to withdraw consent at any time in accordance with Article 13-2 c of the GDPR when the legal basis of the processing is consent;
- Right to data portability, when its data are subject to automated processing based on consent or a contract, in accordance with Article 20 of the GDPR;
- Right to determine the fate of their data after their death, and to choose whether or not to communicate their data to UPPLY to a third party previously designated. In the event of death and in the absence of instructions from the USER, UPPLY must destroy their data, except if conservation proves necessary for evidentiary purposes or to meet a legal obligation.

All information relating to the processing of personal data by UPPLY is detailed in the Privacy Policy accessible here:

https://www.upply.com/hubfs/Juridique/Politique_de_Confidentialite/Privacy_policy_Upplly.pdf.

The CUSTOMER may exercise its rights by sending an e-mail to the address: dpo@upply.com or by sending a letter to **26 Quai Charles Pasqua, 92300 Levallois-Perret**.

Finally, the CUSTOMER may also lodge a complaint with the supervisory authorities, in particular the CNIL (<https://www.cnil.fr/fr/plaintes>).

SECTION 10. LIABILITY

The CUSTOMER may hold UPPLY liable if it has previously notified UPPLY by registered letter with acknowledgement of receipt of the alleged breach and if UPPLY has not responded within thirty (30) days from receipt of such notice. In any event, UPPLY's liability may only be sought in the event of proven breach.

UPPLY will be automatically released from all obligations and liability:

- In case of force majeure as defined by the applicable case law;
- In case of default of payment by the CUSTOMER;
- In case of breach of these terms and conditions and particularly in case of use of the service for purposes other than those provided for in the present T&Cs of Service.

The CUSTOMER hereby acknowledges that UPPLY will not be liable in case of malfunctions or interruptions of the transmission networks or of the CUSTOMER's computer equipment. UPPLY therefore declines all liability in the event of loss of data, intrusions, viruses, service disruption or other problems extraneous to UPPLY.

Under no circumstances will UPPLY be held liable, regardless of the type of action brought, for any indirect damage of any kind, for example, and without the list being exhaustive, any financial or commercial loss, loss

of profit, loss of gain, commercial disruption, prejudice to a third party, or action brought by a third party against the CUSTOMER, as well as the consequences thereof, related to this agreement or its execution. The CUSTOMER must be solely liable for any direct or indirect, material or immaterial damage caused by itself or one of its employees to UPPLY or to third parties as a result of its use of the SOLUTIONS.

In any event, the PARTIES expressly agree that if UPPLY's liability were to be retained within the framework of the execution of the T&Cs of Service, this liability must be limited to €5,000 per event and €50,000 per calendar year.

The PARTIES expressly agree that UPPLY may call upon external service providers or partners to execute all or part of the SOLUTIONS. In any event, UPPLY will remain the CUSTOMER's sole contact in the event of a call to subcontractors and will be liable under the conditions set forth in this section. The liability cap provided for in the previous paragraph will also apply in this case.

The PARTIES expressly agree that the stipulations of this provision must continue to apply even in the event of termination of this agreement by a court decision that has become final.

SECTION 11. TERM - TERMINATION

The agreement is concluded for the term provided for in the Specific Conditions.

In the event of breach of these provisions or of the laws and regulations in force, as well as in the event of a lack of cooperation and/or disloyalty, if there is an urgent need to stop the actions observed, UPPLY may suspend access to the SOLUTIONS by right, without compensation to the benefit of the CUSTOMER and without prior formal notice.

This decision will be brought to the attention of the CUSTOMER by e-mail and by registered letter with acknowledgement of receipt, indicating the alleged grievances as well as the obligations whose non-compliance is alleged.

UPPLY may suspend the CUSTOMER's ACCOUNT in order to regularise the shortcomings identified within seven (7) days from the date of the registered letter with acknowledgement of receipt and the e-mail. If the CUSTOMER has not corrected the shortcomings within this period, UPPLY may terminate the contractual relationship and delete the ACCOUNT under the conditions of termination for misconduct detailed below.

In the event of a serious breach by a PARTY of at least one of its obligations hereunder, the contractual relationship may be terminated by the other PARTY. It is expressly agreed that such termination shall take place ipso jure, ten (10) days after the sending of a formal notice to perform, which has remained without effect. The formal notice, which must imperatively indicate the alleged grievances and the obligations whose non-compliance is alleged, will be notified by e-mail or by registered letter with acknowledgement of receipt.

Any termination, resolution or cancellation of the contractual relationship will result in the cancellation of access to the various SOLUTIONS offered to the USER.

Except in the event of termination attributable to a fault of UPPLY, in the event of termination of the contractual relationship, all sums owed by the CUSTOMER to UPPLY will be payable immediately.

The Intellectual Property, Confidentiality and Data Protection sections will remain in force in the event of termination hereof for an additional period of five (5) years unless otherwise expressly stipulated or provided by law or regulation.

It is also specified that other provisions may survive the termination of this Contract for the duration provided for in the relevant clause.

SECTION 12. CONFIDENTIALITY

Each PARTY agrees to use the CONFIDENTIAL INFORMATION, directly or indirectly, in whole or in part, only for the strict performance of this AGREEMENT.

Any unfounded disclosure may hold its author liable, regardless of the cause of the disclosure.

The obligations of confidentiality stipulated in this provision do not apply to all or any part of the CONFIDENTIAL INFORMATION insofar as:

- (a) It was lawfully in the possession of the receiving party prior to its disclosure;
- (b) It has been lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (c) They are subject to a legal duty of disclosure by any court of competent jurisdiction, authority or administration.

This Confidentiality provision must survive the expiration of the contractual relationship until such time as the CONFIDENTIAL INFORMATION enters the public domain other than through a breach by the receiving party.

SECTION 13. NON-SOLICITATION OF PERSONNEL - NON-COMPETITION

Each of the PARTIES waives the right to hire or employ, directly or through an intermediary, any employee of the other PARTIES. This commitment is valid for the entire duration of the contractual relationship and for a minimum period of two (2) years after termination of the contractual relationship.

In the event of non-compliance with this provision, it is agreed between the PARTIES that the penalty invoiced will be equivalent to one (1) year's salary offered by the new employer unless otherwise agreed between the PARTIES.

SECTION 14. INSURANCE

In accordance with the legal and regulatory provisions in force, each PARTY declares that it has taken out civil, operating and professional liability insurance to cover the financial consequences for the other PARTY of bodily injury, material and immaterial damage, whatever their origin, caused to the other PARTY as well as to any third party for whom it is responsible, caused by any event and which is due in particular to the actions of its collaborators and/or subcontractors.

This insurance shall be taken out with a reputable insurance company. At any time, a copy of the certificate of the policy taken out will be provided on request by the other PARTY.

Each PARTY undertakes for the duration of the CONTRACT to maintain the said insurance policy and to pay the corresponding premiums.

SECTION 15. GENERAL PROVISIONS - INDEPENDENCE

If any of the provisions of the Terms and Conditions of Service should become invalid with regard to any legal or regulatory provision in force and/or a court decision having the force of res judicata, it will be deemed to be unwritten but shall not affect the validity of the other provisions, which will remain fully applicable.

Each of the PARTIES is a legal entity independent of the other, both legally and financially. Thus, each PARTY acts in its own name and under its sole responsibility.

Neither of the PARTIES may be considered as the representative of the other and may not act or commit itself on behalf of the other.

Each of the PARTIES must always behave towards the other as a loyal partner and in good faith, and in particular to immediately bring to the attention of the other PARTY any dispute or difficulty that it may encounter in the execution of the T&Cs of Service.

The CUSTOMER authorises UPPLY to publicly refer to the CUSTOMER as a company that has subscribed to the SMART SOLUTION and/or as a company that has registered on the PLATFORM in order to access the CONNECT SOLUTION. The CUSTOMER also authorises UPPLY to publish the CUSTOMER's name and logo on the PLATFORM, social networks and/or any other marketing or promotional material, without additional consent.

SECTION 16. GOVERNING LAW - JURISDICTION

These T&Cs of Service, their performance and interpretation are subject exclusively to French law.

The PARTIES must endeavour to settle amicably any dispute arising between them concerning the interpretation, performance or termination of these T&Cs of Service.

In the absence of an amicable agreement within one (1) month from the date of referral to one of the PARTIES, the dispute may be submitted to the Paris commercial court, to which jurisdiction is expressly conferred, notwithstanding plurality of defendants or third-party claims, including for emergency or protective proceedings, summary proceedings or on motion.

SMART SOLUTION SPECIFIC CONDITIONS

ANY SUBSCRIPTION TO THE SMART SOLUTION BY THE CUSTOMER IMPLIES UNCONDITIONAL ACCEPTANCE BY THE CUSTOMER OF THESE SPECIFIC TERMS AND THE TERMS AND CONDITIONS OF SERVICE.

Preamble

UPPLY offers an innovative SOLUTION for comparing transport prices and decision-making support (hereinafter the "**SMART SOLUTION**").

The CUSTOMER wishes to benefit from the SMART SOLUTION.

In order to appreciate the adequacy of the SOLUTIONS of UPPLY to its needs and to make an informed choice, the CUSTOMER acknowledges that UPPLY has provided it with the necessary information, answered its questions and proceeded to any demonstration which it may have required concerning the SOLUTIONS described hereafter.

SECTION 1. DEFINITIONS

The terms used in these Specific Conditions not defined below have the meaning given in the Terms and Conditions of Service, and in the Terms and Conditions of Use:

"**API**" or "**UPPLY API**": means an application program interface specification that enables CUSTOMERS to benefit from the SMART SOLUTION in an automated manner.

"**SMART SOLUTION**" or "**SOLUTION**": means the solution for comparing and analysing the prices of transport service companies accessible via the PLATFORM or by API, composed of FEATURES, as described in Section 2.1 of these Specific Conditions, whose purpose is to provide information to CUSTOMERS.

"**SUBSCRIPTION**": means a paid pricing formula offering various FEATURES selected by the CUSTOMER, for a defined duration.

"**FEATURES**": refers to the various services available, which may include the conditions of access to the platform, options, access to specific resources or support levels. The services are detailed in Article 2.1

SECTION 2. DESCRIPTION OF THE SOLUTIONS

2.1 General presentation of the SMART SOLUTION

By subscribing to UPPLY's SMART SOLUTION, the CUSTOMER establishes a selection of the FEATURES listed below (list not exhaustive), which will make up the SUBSCRIPTION or the other professional services chosen by them:

- **Benchmark**: allows the CUSTOMER to instantly compare a transport price against the prices referenced in the UPPLY DATABASE, based on origin, destination and weight criteria. It is specified that any request made from the PLATFORM or by API will be counted and invoiced with the exception of the following cases:
 - any request with a confidence score of "D" (low confidence index) or "E" (very low confidence index);
 - any request with an "error" status.
- **SmartScan**: allows the CUSTOMER to autonomously compare a set of transport prices with the prices referenced in the UPPLY DATABASE, on the basis of origin, destination and weight criteria. The CUSTOMER must submit its file on the UPPLY platform, which will return a report detailing the performance of the prices charged. It is specified that in the event of delivery of identical files to UPPLY,

the lines of the file will be counted and invoiced at each delivery with the exception of the aforementioned cases.

At the CUSTOMER's request and subject to an additional quote, UPPLY may perform a similar service on behalf of the CUSTOMER. To this end, the CUSTOMER must make available to UPPLY a file in a defined format, at the frequency contractually agreed (weekly, monthly or quarterly), via the envisaged transmission mode (email, FTP). The return of the file by UPPLY will take place within the period agreed between the parties.

- **Upply Freight Index & Trends** (hereinafter "UFI"): allows the CUSTOMER to access indices for monitoring changes in freight transport prices. UFIs are based on the UPPLY DATABASE and consist of the following indices: road, maritime, air, UFI Forecasts and UFI Reports.
- **Dashboard**: allows the CUSTOMER to access a personalised dashboard with the KPIs of its choice, in a summary form centralising selected indicators and visuals (graphs). In particular, the dashboard may include a comparison of the prices invoiced by the customer with the prices referenced in the UPPLY DATABASE, over a defined period.
- **Market Insights** : allows the CUSTOMER to access articles on transport news written by UPPLY's experts.
- **Price history** : allows the CUSTOMER to view, for a transport line (origin, destination and weight), the evolution of prices over a defined period.
- **Customer Service**: allows the CUSTOMER to benefit from customer service and obtain a response to its support requests without undue delay.
- **Assistance by UPPLY experts**: allows the CUSTOMER to benefit from support, by a UPPLY transport or data science expert, in order to respond to a problem related to the use of the PLATFORM.
- **Training Webinar**: allows the CUSTOMER to benefit from online training on the use of the PLATFORM's tools.

The list of features is not exhaustive, and other features may be included according to UPPLY's development and strategic orientations

2.2 Other services

Professional services refer to additional services to the SUBSCRIPTION, such as initial configuration setup fees, specific reports or analyses, and other additional services. These services are one-time and are generally not sold on a SUBSCRIPTION BASIS

SECTION 3. ACCESS TO THE SMART SOLUTION

3.1 Conditions of access to the SMART SOLUTION via the PLATFORM

USERS can access the Benchmark functionality via the PLATFORM.
This access is free, requires the creation of a USER ACCOUNT and is limited to ten (10) requests. Access is subject to validation of the USER ACCOUNT by our customer service.

Beyond ten (10) requests and to have access to the other features, the CUSTOMER must contact the customer service at the following address: service.client@upply.com or by phone at the number published on the website <https://www.upply.com>, in order to benefit from a free trial as described in Section 3.3 hereof, if necessary.

3.2 Conditions of access to the SMART SOLUTION via API

CUSTOMERS can access certain FEATURES of the SMART SOLUTION (in particular the BENCHMARK). This access requires a SUBSCRIPTION or other service.

UPPLY may periodically modify and/or change the UPPLY API.
By using the API provided by UPPLY, the CUSTOMER agrees to the following terms and conditions:

- Authorised usage: The customer is authorised to use the API only in connection with the services provided by UPPLY;
- User identifiers: The CUSTOMER is responsible for the security of its API user identifiers and undertakes not to share them with third parties. Any unauthorised access or use of the API with the CUSTOMER's user identifiers is their sole responsibility.
- Regulation of use: The CUSTOMER agrees not to use the API in any way that is abusive, fraudulent, or contrary to applicable laws. It is forbidden to exploit the API for harmful purposes, such as hacking, spamming or violating the privacy of others.
- Technical limitations: UPPLY reserves the right to impose technical limitations on the use of the API, including request quotas, throughput restrictions, or API version updates.
- Property rights: The CUSTOMER acknowledges that all intellectual property rights relating to the API and its content remain the exclusive property of UPPLY. No property rights are transferred to the CUSTOMER under these terms.
- Responsibility of the **CUSTOMER**: The CUSTOMER is responsible for any use of the API with its user identifiers, including the consequences of any breach of these Terms. It undertakes to indemnify UPPLY for any damage resulting from its use of the API in violation of these terms.
- Respect of confidentiality: The CUSTOMER undertakes to respect the confidentiality of the data and information it accesses via the API, and not to disclose it to third parties without prior authorisation from UPPLY.

UPPLY will, as far as is possible, continue to support the previous version of an API that has been modified for twelve (12) months following the modification or depreciation.

UPPLY may remove an API for security, intellectual property reasons, to comply with the law or governmental entity requests.

Obligations of UPPLY

UPPLY must make every effort to ensure that its DATABASE is made available to the CUSTOMER on an ongoing basis through the API. Should a technical problem arise, UPPLY must make its best efforts to carry out the necessary repairs without undue delay.

UPPLY cannot warrant that the data extracted from its DATABASE and provided to CUSTOMERS are free of errors or inaccurate references.

Obligations of the CUSTOMER

The CUSTOMER must:

- Make a regular backup of its data,
- Not allow a third party to use its access to the SMART SOLUTION by API,
- Not attempt to download, connect to, or provide access to the UPPLY API or use the UPPLY API for any purpose not expressly stated in this agreement,
- Identify in an apparent and legible manner the data from the UPPLY DATABASE when they are disseminated or reproduced as part of the use of the UPPLY API via the following mention: "Source: upply.com", accompanied by the UPPLY logo made available by UPPLY in the appropriate format
Subject to compliance with this obligation, UPPLY grants the CUSTOMER a non-exclusive, non-transferable and non-licencable right to use the reports produced by UPPLY solely for its own internal business needs, for the duration of the intellectual property rights attached thereto to the exclusion of all other rights.

The CUSTOMER can access the technical documentation necessary for the implementation of the API via the following link: <https://developers-dev.upply.com>.

3.3 Free trial

UPPLY reserves the right to grant each new CUSTOMER a free trial to test all the SOLUTIONS offered in the SUBSCRIPTIONS via the PLATFORM, the duration and services of which will be expressly specified to the CUSTOMER.

The free trial can only be activated once (1) for the same company.

With exception to the free trial, all other SOLUTIONS are not free and require a SUBSCRIPTION.

3.4 Methods of subscription to the SMART SOLUTION

The CUSTOMER wishing to access the SMART SOLUTION must contact UPPLY's customer service or sales department:

- by e-mail at the following address: service.client@upply.com;
- by phone at the number: published on the website <https://www.upply.com>.
- by submitting a request for a demonstration of the SMART SOLUTION through the WEBSITE.
- by contacting our sales department.

UPPLY will establish a quote specifying the SUBSCRIPTION selected by the CUSTOMER and the associated price. If applicable, the quote will also specify the professional services offered by UPPLY to the customer, as part of the desired service.

By signing the quote, the CUSTOMER acknowledges having read and accepted these SMART SOLUTION Specific Conditions, which can be accessed through a hyperlink in the quote.

Following the signature of the quote by the CUSTOMER, the SMART SOLUTION will be made available to the CUSTOMER on the dates agreed upon by the PARTIES.

In order to meet its legal obligations, UPPLY may proceed to the verification of the company to which the CUSTOMER is attached. To this end, UPPLY may ask the CUSTOMER to provide additional information and/or documents such as the certificate of incorporation ("KBIS") of the company concerned. UPPLY may also proceed to the verification of the CUSTOMER's financial health.

SECTION 4. TERM, RENEWAL AND TERMINATION

4.1 Term

The commitment period is one (1) year from the start date of the SUBSCRIPTION, unless otherwise stipulated in the quote or derogation conditions or any contract governing the commercial relationship between the CUSTOMER and UPPLY.

4.2 Renewal

The SUBSCRIPTION is tacitly renewed for annual periods. Any termination must be made by the CUSTOMER within one (1) month prior to the renewal date, by registered letter with acknowledgement of receipt. The CUSTOMER may not claim any reimbursement of the sums paid for a current SUBSCRIPTION.

In case of modification of the applicable fee schedule, UPPLY will make its best efforts to renew the SUBSCRIPTION under equivalent conditions.

The CUSTOMER will be informed in advance of such changes by UPPLY and will be able to contact UPPLY's customer service at the following e-mail address: service.client@upply.com, for any questions.

4.3 Termination

The CUSTOMER may not cancel its SUBSCRIPTION during the period for which it has committed itself. However, in case of an established and proven defect of the API, the CUSTOMER must notify the customer service at the following address: service.client@upply.com.

If the problem persists, the CUSTOMER may terminate its SUBSCRIPTION without prior notice by notifying the customer service. The CUSTOMER will be refunded the portion of the fixed amount of the SUBSCRIPTION corresponding to the number of months not used.

UPPLY may terminate access and use of the SUBSCRIPTIONS at any time, with or without notice, in the case of violation of, or failure to comply with the T&Cs and/or the Terms and Conditions of Service, or inappropriate or abusive use of the API interface or if its use allows access or use of services that may violate local, state, provincial, national law, or any other laws, rules or regulations in force or that may constitute a ground for liability on the part of UPPLY.

In the event of termination, all rights granted to the CUSTOMER under its SUBSCRIPTIONS and Licences will be terminated immediately. The CUSTOMER must destroy all of UPPLY's confidential information and delete UPPLY's stored content and certify this to UPPLY within thirty (30) days.

SECTION 5. PRICING, INVOICING AND PAYMENT OPTIONS

5.1 Cost and invoicing of SUBSCRIPTIONS

The price is detailed in the quote that will be sent to the CUSTOMER by UPPLY.

UPPLY may offer a preferential price to CUSTOMERS who contribute to the richness of UPPLY's data by providing real and updated information on their transport prices.

The CUSTOMER has several methods of payment to pay its SUBSCRIPTION or any other services :

- payment by credit card: the CUSTOMER may pay its SUBSCRIPTION through a payment link that will be provided by UPPLY.
- payment by wire transfer: the CUSTOMER may pay its SUBSCRIPTION by bank transfer.
- Paiement by SEPA Direct Debit : UPPLY will send the CLIENT a secure link allowing them to provide their banking details to establish the direct debit mandate

Payment by cheque is not permitted.

5.2 Payment terms

Invoices are payable by credit card or wire transfer upon receipt of the invoice, without discount, at the place of issue of the invoice, and in any event, within thirty (30) days from the date of the invoice.

In accordance with Section 1344 of the French civil code, the debtor is deemed to have been given formal notice to pay by the mere due date of the obligation. Any delay in payment will automatically entail, on the day following the date payment is due appearing on the invoice, default interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten (10) percentage points, and set according to the terms defined in Section L.441-10 of the French commercial code, as well as a lump-sum indemnity for collection costs of forty (40) euros in accordance with Section D.441-5 of the French commercial code, without prejudice to any compensation under the conditions of general law for any other damage resulting directly from this delay.

In any event, UPPLY may terminate access to and use of its SOLUTIONS in the event that the CUSTOMER's payment is more than thirty (30) days late.

SECTION 6. INTELLECTUAL PROPERTY

6.1 Licence to use

UPPLY grants the CUSTOMER a non-exclusive licence to use. Unless expressly agreed, the licence may not be transferred by the CUSTOMER to a third party or a company affiliated with the CUSTOMER (e.g. shareholder /

holding company, sister company)

It is specified that this licence is non-transferable and cannot be considered as a transfer of ownership of any kind to the CUSTOMER. The latter is therefore prohibited from assigning, exchanging, lending, renting or granting to a third party, even free of charge, any right of use conferred by these T&Cs.

This licence is granted for the whole world, for the entire duration of the provision of the SOLUTIONS, in return for the payment of the sums agreed in the Specific Conditions.

In addition, it is reminded that any use that does not comply with the licence is subject to legal proceedings.

6.2 Authorised uses of DATA

- Use by CUSTOMER for own internal needs

6.3 Prohibited uses of DATA

- Use the DATA in a context other than the authorised uses;
- Use the DATA for commercial purposes, except with the prior written consent of UPPLY.
- Use of DATA for competitive purposes,
- Sub-licencing or providing data to third parties
- Extract, reuse, store, reproduce, depict or retain, directly or indirectly, on any medium whatsoever, by any means, and in any form whatsoever, all or part of the UPPLY DATABASE, which constitutes a database protected by law.
- Use of data in violation of intellectual property rules

In the event of a breach of this clause, UPPLY reserves the right to take appropriate action, including immediate termination of the contract and legal action for damages.

6.4 DATA deletion

From the end of the contract, for whatever reason, the CUSTOMER must:

- Delete all copies of the DATA in their original format;
- Stop using the DATA.

However, it is specified that the CUSTOMER is not required to delete the recorded DATA for its own business needs. The CUSTOMER may not use such DATA or backups to recreate an equivalent DATABASE.

Upon UPPLY's request, the CUSTOMER will be required to provide a data deletion certificate within 30 days of the end of the contract.

6.5 Authorised Personnel and Audit

Only authorised personnel of the CUSTOMER may access the DATA in its original format. Upon UPPLY's request, the CUSTOMER will provide a list of authorised personnel, which it will update if necessary. The CUSTOMER will ensure that all authorised personnel who may access the PLATFORM are bound by a confidentiality agreement.

During the term of the contract and one year after its termination, UPPLY may carry out an audit, or have a third party carry out an audit, of the CUSTOMER's premises and IT systems, in order to verify the CUSTOMER's compliance with the terms of the contract. If applicable, UPPLY will notify the CUSTOMER of its intention to conduct an audit 30 days in advance. The CUSTOMER shall provide the Auditors with all necessary access to

its premises, personnel and IT systems. Auditors will be bound by appropriate confidentiality obligations. UPPLY will bear the costs of the audit. However, if the audit reveals that the CUSTOMER is in breach of contract, the CUSTOMER will immediately reimburse the costs of the audit

SECTION 7. SERVICE LEVELS

During the term of the agreement, UPPLY undertakes to provide the services in accordance with the following service levels:

- Availability of the service. The service will be available for use by the customer for at least **99.9%** of the agreed time.
- Scheduled Maintenance. Any scheduled maintenance that could affect the availability of the service will be announced to the CUSTOMER as soon as possible

It is agreed that service levels are assessed on a rolling 6 months period (180 days). The CUSTOMER will not be able to apply for a request or credit for a period closed for more than six months.

At the request of the CUSTOMER, UPPLY will be able to provide a statement presenting the service levels for a period that cannot exceed the past 6 month period (180 days).

If UPPLY does not meet these service levels and the CUSTOMER fulfils its obligations, the customer may apply for credit as follows:

Availability rate	Credit Percentage (applicable only to annual SUBSCRIPTIONS)
>99.9%	No compensation
99.00% - < 99.9%	10% compensation
<99%	20% compensation

SECTION 8. ACCEPTANCE OF THE GENERAL CONDITIONS

By accepting these Specific Conditions, the CUSTOMER acknowledges that it is aware of the Terms and Conditions of Service of UPPLY in force on the day of signature as annexed hereto and accepts them without reserve.

CONNECT SOLUTION SPECIFIC CONDITIONS

ANY REGISTRATION ON THE PLATFORM BY THE CUSTOMER IN ORDER TO ACCESS TO THE CONNECT SOLUTION IMPLIES UNCONDITIONAL ACCEPTANCE BY THE CUSTOMER OF THESE SPECIFIC TERMS AND THE TERMS AND CONDITIONS OF SERVICE.

Preamble

UPPLY offers a service of intermediation (hereafter "CONNECT SOLUTION") in order to connect via the PLATFORM a SHIPPER and a CARRIER to select, order and pay for a TRANSPORT SERVICE.

UPPLY acts as the operator of the PLATFORM and, as far as the CONNECT SOLUTION is concerned, as a provider of a technological solution and as an intermediary between the SHIPPER and CARRIER.

Through the CONNECT SOLUTION, UPPLY orders, under its own name but on behalf of the SHIPPER, the TRANSPORT SERVICE selected by the SHIPPER on the PLATFORM, under the conditions freely agreed between the SHIPPER and the CARRIER.

The CUSTOMER, in its capacity as SHIPPER or CARRIER, wishes to use the CONNECT SOLUTION to acquire or provide, as the case may be, TRANSPORT SERVICES

The CUSTOMER acknowledges that it obtained from UPPLY the necessary information, and answers to its questions and where applicable any demonstration required to assess the suitability of the CONNECT SOLUTION for its needs and to make an informed choice.

SECTION 1. DEFINITIONS

The defined terms (in capital letters) used in these Specific Conditions that are not defined below have the meaning given in the Terms and Conditions of Service and in the Terms and Conditions of Use:

"CHARTER CONFIRMATION": means the contractual document containing all the operational elements of the TRANSPORT SERVICE issued by the SHIPPER to the CARRIER. This is the reference document for any TRANSPORT SERVICE provided on the CONNECT platform. In the event of a dispute between the PARTIES, this document shall prevail and serve as the basis for settling any incident or litigation

"TRANSPORT CONTRACT": means each contract governing the performance of a given TRANSPORT SERVICE contracted by UPPLY in its name but on behalf of the SHIPPER with the CARRIER selected by the SHIPPER via the SOLUTION on the PLATFORM.

"SERVICE FEES": means the remuneration of UPPLY due by the SHIPPER for the intermediary service provided by UPPLY and expressed as a percentage of the TRANSPORT PRICE.

The amount of the service fee may be agreed upon in the Derogation Conditions between UPPLY and the SHIPPER.

The service fees are specified on the PLATFORM in the order process. The service fees shall be invoiced in addition to the TRANSPORT PRICE by UPPLY and shall be charged to the SHIPPER.

Exceptionally, UPPLY may propose to the SHIPPER to migrate to a subscription system whose conditions will be specified, if applicable

"WAYBILL" or "CMR": means the official document necessary for the performance of the TRANSPORT SERVICE in accordance with the regulations applicable under the TRANSPORT CONTRACT, completed and approved by the CARRIER and the SHIPPER on the occasion of the collection and delivery of the GOODS. This document includes the mandatory information and in particular the description of the GOODS, the collection and delivery addresses and any reservations. The WAYBILL includes a section dedicated to the proof of delivery, hereinafter the **"POD"**.

"LOAD": means the freight proposal of a SHIPPER published via the PLATFORM. The LOAD specifies in particular the origin, destination, pick-up date, characteristics of the GOODS and the TARGET TRANSPORT PRICE.

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"ASSIGNED LOAD": means a TRANSPORT OFFER accepted by a SHIPPER or a LOAD that has been assigned by a SHIPPER to a CARRIER via the PLATFORM.

"GOODS": means any product (raw materials, manufactured object, etc.) which can be bought or sold, wholesale or retail. It is specified that in case of transportation falling under the specific categories of goods for which there are specific rules (licence or prior authorisation, sanitary or phytosanitary certificate, ADR protocol) such as live animals, waste, bulk and dangerous goods (as defined in the transport regulations), it is the responsibility of the SHIPPER to ensure that the CARRIER has all the accreditations to perform the TRANSPORT SERVICE. Unless otherwise specified and agreed between the SHIPPER and the CARRIER, and under their full responsibility, the following goods are excluded: jewellery, pearls, precious metals and stones, furs, works of art and collectors' items, banknotes, currency, bank cheques, travellers' cheques, bank cards, gift vouchers, restaurant vouchers, shares, bonds, coupons, securities, weapons, ammunition, tobacco and related products.

"TRANSPORT OFFER": means a transport proposal from a CARRIER published on the PLATFORM and available via the CONECT SOLUTION. The TRANSPORT OFFER may include the characteristics of the truck, the availability date and the TARGET TRANSPORT PRICE.

"TRANSPORT SERVICE": means the transport service provided in mainland France by the CARRIER on behalf of the SHIPPER in performance of a TRANSPORT CONTRACT

"PAYMENT SERVICE PROVIDER": means the payment provider used by UPPLY for the payment by credit card of the amounts corresponding to the TRANSPORT PRICE and the SERVICE FEES by the SHIPPER.

"TARGET TRANSPORT PRICE" means the price that the SHIPPER is ready to pay (excluding SERVICE FEES) - for the transport of a LOAD.

"TRANSPORT PRICE" for each TRANSPORT SERVICE is the price freely agreed between the SHIPPER and the CARRIER.

SECTION 2. DESCRIPTION OF THE SOLUTION

2.1 General presentation of the CONNECT SOLUTION

By registering for the UPPLY CONNECT SOLUTION following the procedure described below, the CUSTOMER benefits from the UPPLY technological solution which includes the following functionalities:

SOLUTIONS		Description
CONNECT SOLUTION	Access to the PLATFORM	Licence to use the PLATFORM. This access allows the CUSTOMER to provide and access its DATA.
	Connection service	Connection between SHIPPERS and CARRIERS via the PLATFORM in order to subscribe to LOADS ASSIGNED.

The UPPLY CONNECT solution is accessible on the UPPLY website, with certain features available via API, and, if applicable, through a mobile application designed for CARRIERS.

2.2 Access conditions of the SHIPPER

The CONNECT SOLUTION is only intended for professionals whose head office is located in metropolitan France. UPPLY reserves the right to subsequently make the CONNECT SOLUTION available to professionals located elsewhere in the European Union.

The SHIPPER undertakes to transport only lawful GOODS belonging to it, or to a third party who has duly authorised it to transport them.

The SHIPPER has the possibility to define a personalised name for the use of the PLATFORM and the associated invoicing process by contacting customer service by email at: service.client@upfly.com.

UPPLY reserves the right to proceed to the verification of the financial health of the SHIPPER, at the time of registration or publication by the SHIPPER of a LOAD on the PLATFORM.

The purpose of this analysis, which is carried out using the Dun & Bradstreet Intuiz financial scoring tool (or any other equivalent tool), is to assign the SHIPPER a billing method according to its financial health, namely:

- A consolidated invoicing system (*hereinafter the "Consolidated Invoicing System"*) or;
- A LOAD-invoicing system (*hereinafter the "LOAD-Invoicing System"*)

This verification, systematically carried out before authorising the setting up of a monthly invoice, may lead, at UPPLY's discretion, to the temporary suspension of the right to use of the CONNECT SOLUTION.

Refusal by the SHIPPER to provide UPPLY with updated documents may result, if verification of the documents by UPPLY is impossible, in a temporary suspension of access to the CONNECT SOLUTION and this, until such documents have been verified.

2.3 Access conditions of the CARRIER

The following provisions are applicable to the CUSTOMER who acts as a CARRIER

The CONNECT SOLUTION is only intended for professionals whose registered office is established in the countries of the EURO zone: Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain. Depending on economic outlook, the CONNECT SOLUTION may be made available by UPPLY to professionals whose registered office is established in other countries.

The CARRIER must be duly authorised to transport and/or organise the transport of the GOODS to benefit from the CONNECT SOLUTION.

In order to have access to the CONNECT SOLUTION, the CARRIER must carry out the TRANSPORT SERVICE by means of a motorised land vehicle with a minimum of four (4) wheels. Also, professionals using non-motorized two-wheeled vehicles will not be admitted to the CONNECT SOLUTION.

The CARRIER has the possibility to define a personalised name for the use of the PLATFORM and the associated invoicing process, by contacting the customer service by email at the address: service.client@upfly.com.

Once the ACCOUNT has been created, information relating to compliance with the regulations applicable to the CARRIER will be provided on request by UPPLY, such as

Documents (or equivalent for foreign CARRIERS)
KBIS
URSSAF/RSI certificate
List of names of foreign employees or certificate of non-employment
Domestic transport licence
Intra-Community transport licence
Entry in the register of freight forwarders
Certificate of corporate liability insurance

Certificate of contractual liability insurance (goods)
Certificate of traffic liability insurance (fleet)

UPPLY subcontracts part of this process to the company S2PWebb, which the CARRIER accepts while guaranteeing that they are authorised to transmit all the information communicated.

The CARRIER will receive an email from S2PWebb asking them to create an account on S2PWebb allowing them to download all the required documents and to update them, if necessary.

With the help of its partner, UPPLY checks the completeness and the coherence of the CARRIER's file and validates, or not, the status of CARRIER. The same company can be a SHIPPER and a CARRIER if it meets the conditions of access of these two statuses being specified that it cannot be a SHIPPER and a CARRIER within the framework of a single TRANSPORT SERVICE.

In the event of an inspection by the administration of the TRANSPORT PRICE, the CARRIER undertakes to cooperate fully in this procedure and to transmit the requested documents.

The refusal of the CARRIER to provide UPPLY and/or its subcontractors with updated documents may result, if verification of the documents by UPPLY is impossible, in a temporary suspension of access to the CONNECT SOLUTION until the said documents have been verified.

Except for Derogation Conditions agreed between the SHIPPER and CARRIER, the CARRIER may not subcontract the TRANSPORT SERVICE.

2.4. Conditions of access to the CONNECT SOLUTION by API

The SHIPPER and CARRIER can access certain features of the CONNECT SOLUTION via API. This access will be assigned by UPPLY at the request of the SHIPPER or the CARRIER, according to conditions defined by UPPLY.

UPPLY may periodically modify and/or change the UPPLY API.

By using the API provided by UPPLY, the SHIPPER or the CARRIER agrees to the following terms and conditions:

- Authorised usage: The customer is authorised to use the API only in connection with the services provided by UPPLY;
- User identifiers: The CUSTOMER is responsible for the security of its API user identifiers and undertakes not to share them with third parties. Any unauthorised access or use of the API with CUSTOMER user identifiers is their sole responsibility.
- Regulation of use: The CUSTOMER agrees not to use the API in any way that is abusive, fraudulent, or contrary to applicable laws. It is forbidden to exploit the API for harmful purposes, such as hacking, spamming or violating the privacy of others.
- Technical limitations: UPPLY reserves the right to impose technical limitations on the use of the API, including request quotas, throughput restrictions, or API version updates.
- Property rights: The CUSTOMER acknowledges that all intellectual property rights relating to the API and its content remain the exclusive property of the marketplace. No property rights are transferred to the CUSTOMER under these terms.
- Responsibility of the **CUSTOMER**: The CUSTOMER is responsible for any use of the API with its user identifiers, including the consequences of any breach of these Terms. It undertakes to indemnify UPPLY for any damage resulting from its use of the API in violation of these terms.
- Respect of confidentiality: The customer undertakes to respect the confidentiality of the data and information it accesses via the API, and not to disclose it to third parties without prior authorisation from UPPLY.

UPPLY will, as far as is possible, continue to support the previous version of an API that has been modified for twelve (12) months following the modification or depreciation.

UPPLY reserves the right to remove an API for reasons of security, intellectual property, to comply with the law or governmental entity requests.

Obligations of UPPLY

UPPLY must make every effort to ensure that its CONNECT SOLUTION is made available to the CUSTOMER on an ongoing basis through the API. Should a technical problem arise, UPPLY must make its best efforts to carry out the necessary repairs without undue delay.

Obligations of the SHIPPER and the CARRIER

The SHIPPER and the CARRIER undertake to:

- Perform a regular backup of their data;
- Not allow a third party to use their access to the CONNECT SOLUTION via API;
- Not attempt to download, connect to, or provide access to or use the UPPLY API for purposes not expressly contemplated in this AGREEMENT;
- The CUSTOMER undertakes to visibly and legibly identify the data from UPPLY's SOLUTIONS, when these are disseminated or reproduced as part of the use of the UPPLY API, via the following statement: "Source: upply.com", accompanied by the UPPLY logo made available by UPPLY in the appropriate format.

The SHIPPER and the CARRIER can access the technical documentation necessary for the implementation of the API via the following link: <https://developers-dev.upply.com/>

SECTION 3. ORDERING PROCESS OF THE TRANSPORT SERVICES

3.1 General information

The posting of a TRANSPORT OFFER and a LOAD are independent.

In the event of transmission of erroneous information by the SHIPPER and/or the CARRIER, UPPLY will not be held liable for the non-performance or improper performance of the TRANSPORT SERVICE.

The SHIPPER and/or the CARRIER guarantees that the information transmitted is complete, accurate and up-to-date.

TRANSPORT OFFERS are referenced according to their availability date, ranging from the TRANSPORT OFFER of which the date is most recent to the TRANSPORT OFFER with the oldest date.

LOADS are referenced according to the pick-up date of the GOODS, ranging from the LOAD with the earliest pick-up date of the GOODS to the LOAD with the latest pick-up date of the GOODS.

UPPLY does not offer a cash on delivery service for any of the services offered on the PLATFORM.

3.1.1. Publication of a TRANSPORT OFFER

The CARRIER may consult the LOADS published by the SHIPPERS and publish a TRANSPORT OFFER which may then be accepted by a SHIPPER.

A CARRIER can post a TRANSPORT OFFER by logging on to the PLATFORM, searching for a LOAD, and then clicking on [MAKE AN OFFER].

The CARRIER may indicate the following information:

- Origin
- Destination
- Availability dates
- Price charged

In order to facilitate exchanges with the SHIPPER, the identity, telephone number and e- mail address of the CARRIER, provided by the CARRIER when registering on the PLATFORM, will be added by UPPLY in the TRANSPORT OFFER, as well as in the notifications sent by UPPLY to the SHIPPER in

case of correspondence between a LOAD and a TRANSPORT OFFER.

The CARRIER is free to work with the SHIPPERS of its choice. In particular, it has at its disposal tools such as filters to restrict the consultation of LOADS.

If a CARRIER decides to restrict or exclude certain SHIPPERS, this must be done according to non-discriminatory and objective criteria

3.1.2. Publication of a LOAD

3.1.2.1 PUBLICATION OF A LOAD - GENERAL CASE

A SHIPPER can post a LOAD by logging on to the PLATFORM, clicking on [Ship], then [Post a LOAD].

In particular, the SHIPPER must provide the following information:

- Place of Collection
- Place of Delivery
- Description of the load

The SHIPPER must provide its telephone number when registering, in order to facilitate exchanges with the CARRIERS.

The SHIPPER may then consult the TRANSPORT OFFERS formulated by the CARRIERS corresponding to its LOAD.

3.1.2.2 EXCLUSIVE LOAD / PREFERRED LIST [OPTION].

The SHIPPER may send its LOAD only to a limited number of pre-selected CARRIERS, for a period that they determine, before distributing it to all the CARRIERS referenced by UPPLY on the CONNECT SOLUTION.

In addition, the SHIPPER is also free to exclude certain CARRIERS from its mailing list, and it is free to distribute each of its offers to a preferred list.

If a CARRIER decides to restrict or exclude certain SHIPPERS, this must be done according to non-discriminatory and objective criteria

3.2 Chartering a LOAD

In order for a LOAD posted by a SHIPPER to become an ASSIGNED LOAD the following steps must take place on the PLATFORM

- the CARRIER must make a TRANSPORT OFFER for a published LOAD, implying that it expressly accepts the conditions stipulated in the LOAD published by the SHIPPER, in particular all operational instructions (conditions of access, type of vehicle, equipment);
- UPPLY submits these T&Cs of the PLATFORM for validation to the CARRIER, which it accepts.
- The TRANSPORT OFFER is then sent to the SHIPPER;
- The SHIPPER must accept the TRANSPORT OFFER for its LOAD;
- On agreement to the offer, UPPLY submits these T&Cs of the PLATFORM for validation to the SHIPPER, which it accepts.
-

UPPLY then places the order for the TRANSPORT SERVICE in question in its name but on behalf of the SHIPPER which entails the conclusion of the TRANSPORT CONTRACT between the CARRIER and the SHIPPER for the said LOAD.

The CONNECT SOLUTION also allows the SHIPPER to be put in contact with a CARRIER, on the basis of an alternative means of operating:

- Chartering on other terms: After receiving a TRANSPORT OFFER, the SHIPPER may accept it under different conditions which will be communicated to the CARRIER. This provision implies that both parties have agreed on the new terms.

- Direct charter of a load to a carrier: the SHIPPER will be able to assign a LOAD directly to a CARRIER, on its own terms of sale. This provision implies that both parties have agreed on the new terms.
- Reserve Price: When posting a LOAD, the SHIPPER may set a reserve price which is a predefined threshold below which an OFFER from a CARRIER is automatically accepted if the offer submitted by the CARRIER is less than or equal to this predefined amount.

In the event that the CARRIER is unable to perform the TRANSPORT SERVICE after a connection on the basis of an alternative operation, it must inform the SHIPPER and UPPLY within one hour of receipt of the confirmation by e-mail.

In any event, and for all cases of connection, a confirmation of the ASSIGNED LOAD will be sent to the e-mail addresses of the relevant PARTIES, containing the information of the ASSIGNED LOAD the conditions of transport agreed between the SHIPPER and the CARRIER, the TRANSPORT PRICE. The SHIPPER will also receive confirmation of the amount of the SERVICE FEES payable in respect of UPPLY's intermediation service.

It is the responsibility of both PARTIES to verify the accuracy of the CHARTER CONFIRMATION, which will be the reference document and will prevail in the event of disagreement between the PARTIES.

In the event that the a PARTY does not receive the said confirmation of receipt within one hour of acceptance of the LOAD posted on the PLATFORM, it shall be up to them to contact UPPLY.

3.3 Follow-up of the ASSIGNED LOAD

At the time of registration, the CARRIER may be contacted by a partner of UPPLY to gather real time visibility on the TRANSPORT SERVICE (hereinafter referred to as "**VISIBILITY PARTNER**") in order to provide the VISIBILITY PARTNER with the information necessary for the follow-up of the ASSIGNED LOAD- including vehicle positions, loading and delivery confirmations, and proof of delivery.

For the purpose of tracking the ASSIGNED LOAD, the CARRIER shall enter the date of collection and the date of delivery of the GOODS as soon as possible and provide proof of delivery upon delivery of the GOODS on the WEBSITE or on the platform of the VISIBILITY PARTNER.

The SHIPPER and the CARRIER shall be able to access the tracking information of the ASSIGNED LOAD, after it has been entered by the CARRIER, on the WEBSITE or on the platform of the VISIBILITY PARTNER. In particular, the SHIPPER will be able to access the date of collection and the date of delivery of the GOODS as well as the proof of delivery verified by UPPLY.

Finally, a CHARTER CONFIRMATION is sent to the CARRIER chosen by the SHIPPER. This notification will be made by means of a contractual document containing all the operational elements of the TRANSPORT SERVICE.

3.4. Tracking of an ASSIGNED LOAD

UPPLY may offer SHIPPERS and CARRIERS a tracking and geolocation service for the GOODS throughout the stages of the TRANSPORT SERVICE.

3.5 Rating of SHIPPERS and CARRIERS by UPPLY

UPPLY reserves the right to set up a rating system to evaluate SHIPPERS and CARRIERS. The scores calculated by UPPLY may include the following criteria:

For SHIPPERS:

- The activity on the PLATFORM (activity related to the LOADS and activity related to the LOADS ASSIGNED);
- Reliability in transactions (speed of response and cancellation of ASSIGNED LOADS).

For CARRIERS:

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- The activity on the PLATFORM (activity related to TRANSPORT OFFERS and activity related to the LOADS ASSIGNED);
- Reliability in transactions (speed of response and cancellation of ASSIGNED LOADS);
- The delay in the transmission of the POD.

CUSTOMERS may contact customer service with any questions regarding this rating system at service.client@upfly.com.

3.6 Modification/Cancellation of the TRANSPORT SERVICE and INCIDENTS

Except in the case of force majeure in accordance with the applicable regulations and case law, in the event of a modification, a cancellation, i.e., an INCIDENT concerning an ASSIGNED LOAD, the compensation provisions applicable to the SHIPPER and the CARRIER are those provided for in the Standard Contract applicable to the public road transport of goods appearing in Appendix 1 (hereinafter the "**STANDARD TRANSPORT CONTRACT**"). which the CUSTOMER expressly accepts.

If necessary, the SHIPPER or the CARRIER will contact UPPLY and the CARRIER or the SHIPPER in writing (by e-mail or via the PLATFORM if applicable).

3.6.1 Modification/cancellation of an ASSIGNED LOAD

In accordance with Section 15 of the Standard Contract, the cancellation of the TRANSPORT SERVICE by the SHIPPER or by the CARRIER less than twenty-four (24) BUSINESS HOURS before the scheduled loading of the GOODS entitles it, in the event of proven prejudice, to an indemnity which may not exceed the TRANSPORT PRICE.

This indemnity shall be determined as follows and payable by the Party at fault:

- In the event of cancellation of the ASSIGNED LOAD between twenty-four (24) and twelve (12) BUSINESS HOURS prior to the scheduled time of loading of the GOODS, such indemnity shall be equal to 50% of the TRANSPORT PRICE.
- In the event of cancellation of the ASSIGNED LOAD between twelve (12) and six (6) BUSINESS HOURS prior to the scheduled time of loading of the GOODS, this indemnity shall be equal to 75% of the TRANSPORT PRICE.
- In the event of cancellation of the ASSIGNED LOAD less than six (6) BUSINESS HOURS before the scheduled time of loading of the GOODS, 100% of the TRANSPORT PRICE will be charged.

UPPLY does not incur any liability in this respect.

Any new instruction from the SHIPPER or the CARRIER to change the initial conditions for the performance of the TRANSPORT SERVICE shall be given or confirmed immediately in writing or by any electronic means of transmission or data storage.

The CARRIER or the SHIPPER is not obliged to accept these new instructions if they are of such a nature as to prevent it from honouring transport commitments previously made. It shall immediately notify the SHIPPER or the CARRIER in writing or by any electronic means of transmission or data storage.

If the instructions lead to a change of the TRANSPORT SERVICE, the CARRIER or the SHIPPER will agree on a new TRANSPORT PRICE. The SERVICE FEES will then be calculated on the basis of the new TRANSPORT PRICE.

3.6.2 Damage to the GOODS delivered by the CARRIER

Notwithstanding the provisions of Section 7 of the Specific Conditions of the CONNECT SOLUTION, the CARRIER's liability for damage will be governed by the legal provisions applicable to the TRANSPORT SERVICE in question (domestic or international regulations). As a reminder, in the case of the performance of a TRANSPORT SERVICE in France, in accordance with Section 22 of the STANDARD TRANSPORT CONTRACT, the CARRIER is obliged to pay an indemnity for the compensation of all justified damages for which they are legally responsible, resulting from the total or partial loss or damage of the GOODS.

Except in cases of fraud and inexcusable fault of the CARRIER, the indemnification of the proven, direct

and predictable damage is made within the following limits:

- for shipments of less than three (3) tonnes, this indemnity may not exceed thirty-three (33) € per kilogram of gross weight of missing or damaged goods for each of the objects included in the consignment, without being able to exceed one thousand (1.000) € per lost, incomplete or damaged package, whatever the weight, volume, dimensions, nature or value;
- for shipments equal to or greater than three (3) tonnes, it may not exceed twenty (20) € per kilogram of gross weight of missing or damaged goods for each of the objects included in the shipment, without being able to exceed, for each lost, incomplete or damaged shipment whatever the weight, volume, dimensions, nature or value, a sum greater than the product of the gross weight of the shipment expressed in tonnes multiplied by three thousand two hundred (3,200) €.

The CARRIER is responsible for the loss and direct material damage which it causes to the SHIPPING goods within the framework of the execution of the TRANSPORT CONTRACT. UPPLY does not incur any liability in this respect.

3.6.3 Delayed delivery of the ASSIGNED LOAD

Delay in delivery occurs when the shipment has not been delivered within the period agreed between the SHIPPER and the CARRIER.

In accordance with Section 24 of the STANDARD TRANSPORT CONTRACT or the applicable international regulations, in the event of proven damage resulting from a delay in delivery caused by the CARRIER, the CARRIER may be required to pay an indemnity which may not exceed the TRANSPORT PRICE (excluding duties, taxes and miscellaneous costs).

UPPLY does not incur any liability in this respect.

Where applicable, the SHIPPER may declare the INCIDENT to UPPLY by e-mail or, where otherwise applicable, directly on the PLATFORM as soon as possible specifying the nature and purpose of the request. The CARRIER shall provide the SHIPPER and UPPLY (which carries out the role of intermediary) with all the explanations requested concerning the TRANSPORT SERVICE in question.

SECTION 4. OBLIGATIONS

4.1 Obligations common to SHIPPERS and CARRIERS

Within the framework of the contracting of the TRANSPORT CONTRACT, the SHIPPER and the CARRIER undertake to contract a WAYBILL, in accordance with the applicable law.

In addition, the SHIPPER and the CARRIER undertake to keep each other informed at all times as far as necessary about the performance of the TRANSPORT SERVICES.

Furthermore, they shall also refrain from any disloyal action regarding UPPLY. In this respect, the CARRIER and the SHIPPER undertake to use the CONNECT SOLUTION for their needs, in a loyal manner and in good faith, in strict compliance with these T&Cs of Service and T&CS. This excludes, in particular, allowing access to the CONNECT SOLUTION to other natural or legal persons than those identified at the time of registration.

The TRANSPORT SERVICE agreed between the CARRIER and the SHIPPER is performed in accordance with the applicable regulations.

For all practical purposes, it is specified that in the case of a TRANSPORT SERVICE agreed between the CARRIER and the SHIPPER, which requires an exchange of European pallets (or Europalette, a standardised model of handling pallet), UPPLY may not under any circumstances be held responsible for the settlement, their recovery or their correct return.

As an intermediary, UPPLY is strongly committed to neutrality and fairness

The CARRIER and the SHIPPER shall undertake not to organise the TRANSPORT SERVICE between them by excluding UPPLY. Thus, any attempt to circumvent (e.g., telephone communication for the purpose of working directly), whether intentional or not, is strictly prohibited. The failure to comply with these obligations will lead to the liability of those responsible and will be subject to penalties up to and including the immediate deletion of the concerned ACCOUNTS by UPPLY.

4.2 Obligations of the SHIPPER

It is the responsibility of the SHIPPER to select the appropriate CARRIER and the suitable TRANSPORT SERVICE for its LOAD.

Once this choice has been made, the SHIPPER mandates UPPLY to place an order with the CARRIER, on behalf of the SHIPPER for the TRANSPORT SERVICE chosen by them. When the ASSIGNED LOAD is confirmed, the SHIPPER must deliver the GOODS to the CARRIER under the conditions described in the CHARTER CONFIRMATION and pay the TRANSPORT PRICE and the SERVICE FEES.

If the SHIPPER does not deliver the GOODS described in the confirmation of the ASSIGNED LOADS, the TRANSPORT PRICE and the SERVICE FEES indicated on the summary page of the CHARTER CONFIRMATION will still be charged.

If the SHIPPER delivers GOODS of a higher weight or volume, or the distance of the transport is modified and it is further, this will result in an increase in the TRANSPORT PRICE and the associated SERVICE FEES.

The SHIPPER undertakes to comply with the regulations applicable to them. For example, the SHIPPER shall in particular be required to comply with the following obligations:

When the nature of the GOODS requires it, they must be packaged, wrapped, marked or countermarked so as to endure transport carried out under normal conditions and successive handling, and not to constitute a cause of danger for the personnel of the CARRIER, the other transported goods, the vehicle or third parties.

In addition, clear labelling must be carried out to allow immediate and unambiguous identification of the sender, the recipient, the place of delivery and, where appropriate, the nature of the GOODS. The information on the labels must correspond to that on the WAYBILL.

When regulated GOODS are present, the SHIPPER shall affix the required labels and markings to the packages and, in writing or by any electronic means of data transmission and storage, bring to the attention of the CARRIER the characteristics of the GOODS to be transported.

The SHIPPER is responsible for all consequences of the absence, insufficiency or defect of the packaging, wrapping, marking or labelling of the GOODS.

The failure of the CARRIER to formulate reservations concerning them at the time of taking possession of the GOODS does not prevent them from invoking at a later stage the absence, insufficiency or defectiveness of the packaging, packing, marking or labelling.

In addition, the SHIPPER shall inform the CARRIER of any non-apparent characteristics of the GOODS and of any data that could have an impact on the proper performance of the TRANSPORT SERVICE.

The SHIPPER shall provide the CARRIER, at the same time as the GOODS, with the information and accompanying documents necessary for the performance of the TRANSPORT SERVICE subject to specific regulations, such as regulations governing customs, police, etc.

In accordance with their declarative obligations, the SHIPPERS must be solely and uniquely liable for the nature and detailed description of the GOODS for which they wish to entrust the TRANSPORT SERVICE. The SHIPPERS therefore certify the lawfulness and the absence of counterfeiting among their GOODS. The dispatch must not constitute a cause of danger to persons or to other goods transported as well as to the vehicles, equipment or means of transport used in the framework of the TRANSPORT SERVICE.

The SHIPPER warrants to be solvent, and must pay the TRANSPORT PRICE and the SERVICE FEES to UPPLY in accordance with the article 6 as well as the price corresponding to the accessories, if any.

4.3 Obligations of the CARRIER

The CARRIER is solely responsible for the TRANSPORT OFFERS made to the SHIPPERS on the WEBSITE and for the search for information on the SHIPPERS. Depending on the GOODS transported, the CARRIER must provide UPPLY or its service provider with all necessary certifications, authorisations and licences, if any.

Once the ASSIGNED LOAD has been accepted, the CARRIER must perform the TRANSPORT SERVICE with the means and under the conditions described in the CHARTER CONFIRMATION.

The contract is concluded exclusively between the SHIPPER and the CARRIER, which means that it is **strictly prohibited to subcontract or substitute a third party** without a prior agreement obtained in writing.

In general, any abusive practice intended to obtain LOADS without actually possessing the necessary capacity to transport them will be sanctioned by UPPLY.

For example, when a freight forwarder acting as a CARRIER agrees to take charge of a load via the platform, they assume responsibility for ensuring the smooth running of the transport with regard to the SHIPPER, with an obligation of result towards the payer

The CARRIER undertakes to comply with the regulations applicable to the TRANSPORT SERVICE. For example, the CARRIER undertakes to respect the following obligations:

In accordance with the legislation in force concerning loading, chocking, securing, strapping and unloading the CARRIER uses the technical means of transfer specific to the vehicle used for the TRANSPORT SERVICE. They are responsible for any damage resulting from their use.

In addition, the CARRIER shall, at the request of the SHIPPER, use the equipment that conforms to the required standards and is adapted to the nature and packaging of the GOODS, as described in the CHARTER CONFIRMATION.

The CARRIER undertakes to carry out an inspection of the GOODS before their loading and to provide proof of their delivery to UPPLY. On this occasion, they shall note down any non-conformity or any other useful information.

The CARRIER shall proceed, before departure, to the external inspection of the load, regarding the conservation of the GOODS. In case of apparent defects likely to affect the preservation of the GOODS, it shall formulate precise and motivated reservations written on the WAYBILL. If these are not accepted, it may refuse the TRANSPORT SERVICE.

When, at the time of taking possession of them, the CARRIER does not have the reasonable means to check the apparent state of the GOODS and its packaging as well as the effective existence of the labels, it

marks and numbers affixed to the packages, it shall formulate precise and motivated reservations written on the WAYBILL.

These reservations are only binding on the SHIPPER if it has expressly accepted them on the WAYBILL. Otherwise, the CARRIER may refuse to take possession of the GOODS.

If the POD is lost, the CARRIER must contact the SHIPPER to obtain a copy of the POD. In case of a problem, the CARRIER must contact customer service as soon as possible by e-mail. If the copy of the proof of delivery is not received, the CARRIER shall send an attestation to UPPLY by e-mail.

The CARRIER undertakes to respect the regulations applicable to it. The CARRIER states, regardless of the country in which it has its registered office, that it is always in compliance with the competent authorities concerning the performance of its regulated activities.

The CARRIER will issue its invoice for the TRANSPORT SERVICE under the conditions described in article 6 below.

The CARRIER undertakes not to concentrate more than 25% of its annual turnover on the CONNECT SOLUTION, which may place it in a position of economic dependence.

UPPLY reserves the right to periodically evaluate the distribution of sales and market shares between SHIPPERS and CARRIERS, in order to detect any situation of economic dependence.

The CARRIER has the obligation to inform UPPLY of any significant information or structural change thus allowing it to evaluate the commercial relationship.

In the event of a detected dependency, a corrective action plan may be implemented. If the conditions of dependence persist, UPPLY reserves the right to terminate the contract as of right subject to three (3) months' notice.

SECTION 5. TERM

The PARTIES are engaged for the duration of the fulfilment of their respective obligations.

SECTION 6. PRICES, INVOICING AND PAYMENT TERMS

By means of the CONNECT SOLUTION, UPPLY obtains in its name but on behalf of the SHIPPER a TRANSPORT SERVICE chosen by the SHIPPER under the conditions fixed between the SHIPPER and the CARRIER.

Acting as an intermediary on behalf of the SHIPPER, UPPLY remunerates itself by charging SERVICE FEES to the SHIPPER of which the amount is expressed as a percentage of the TRANSPORT PRICE and specified on the PLATFORM, or any other fee model agreed between UPPLY and the SHIPPER.

UPPLY will thus pass on to the SHIPPER the TRANSPORT PRICE agreed between the SHIPPER and the CARRIER, plus the SERVICE FEES.

Invoices shall be drawn up in accordance with the terms and conditions arising in particular from the provisions of Articles 256.V.1° and 289 of the French General Tax Code. Thus, a TRANSPORT SERVICE ordered on the PLATFORM will result in the issue of:

- between UPPLY and the SHIPPER, an invoice drawn up by UPPLY showing separately the TRANSPORT PRICE and the SERVICE FEES.
- between UPPLY and the CARRIER an invoice drawn up by the CARRIER showing the TRANSPORT PRICE.
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All amounts shall be exclusive of VAT and shall have the relevant VAT added on where applicable

6.1 UPPLY's SERVICE FEES

The default SERVICE FEES shall amount to fifteen percent (15%) of the TRANSPORT PRICE exclusive of tax, unless otherwise agreed between the SHIPPER and UPPLY in the DEROGATION CONDITIONS.

These SERVICE FEES are invoiced by UPPLY to the SHIPPER in addition to the TRANSPORT SERVICE.

The SERVICE FEES are exclusive of tax.

The SERVICE FEES are calculated on the basis of the TRANSPORT PRICE agreed by the CARRIER and the SHIPPER upon acceptance of the ASSIGNED LOAD. If the TRANSPORT PRICE is to be increased at the time of the performance of the transport, according to an agreement between the SHIPPER and the CARRIER, then the SERVICE FEES will be calculated on the new TRANSPORT PRICE.

6.2 PRICE OF TRANSPORT SERVICES

The TRANSPORT PRICES are freely fixed by the CARRIERS and may be negotiated between the SHIPPER and the relevant CARRIER. In no case shall UPPLY be involved in determining the TRANSPORT PRICE.

This price includes the cost of the TRANSPORT SERVICE strictly speaking, including the cost of any possible specific instruction:

- It includes the fuel charges, the revision of which is determined by the imperative provisions of Sections L.3222-1 and L.3222-2 of the French transport code;
- It must enable the CARRIER to cover its expenses (fuel, maintenance, vehicle rental, etc.);
- It does not include ad valorem insurance coverage. The SHIPPER must take out its own insurance to cover any damage to the goods during transport and as such be in a position to receive satisfactory compensation;
- It does not include duties, taxes, fees and levies due in application of any regulation, in particular fiscal or customs regulations (excise duties, import duties).

In any case, the TRANSPORT SERVICE shall not be performed at a loss with regard to the TRANSPORT PRICE fixed by the CARRIER.

6.3 Invoicing of the TRANSPORT PRICE and the SERVICE FEES

The SHIPPER expressly agrees to receive invoices electronically.

6.3.1 Billing of the SHIPPER by UPPLY

The SHIPPER will be invoiced by UPPLY according to a Consolidated Invoicing System: invoices will be sent by UPPLY to the SHIPPER every month or every two (2) weeks (or any other frequency agreed upon between UPPLY and the SHIPPER), for invoices corresponding to the TRANSPORT SERVICES and SERVICE FEES carried out during the previous month or two (2) weeks (or any other frequency of invoicing agreed upon).

Each ASSIGNED LOAD will be invoiced according to the date the GOODS were loaded, during the corresponding invoicing period.

UPPLY shall send the SHIPPER a global invoice in its name for the TRANSPORT SERVICE performed by the CARRIER, corresponding to the TRANSPORT PRICE and the SERVICE FEES for the ASSIGNED LOAD.

This invoice reflects the TRANSPORT PRICE fixed by the CARRIER and accepted by the SHIPPER, increased by the SERVICE FEES collected by UPPLY and communicated to the SHIPPER.

In the event of unpaid invoices, UPPLY may propose alternative payment methods (SEPA Direct Debit)

and/or a credit limit.

The invoice shall be sent electronically to the SHIPPER or by any other means agreed between the SHIPPER and UPPLY, on the day it is created, for its accounting processing. The said invoice must be paid within thirty (30) days from its date (or any other frequency of invoicing agreed upon by UPPLY and the SHIPPER), failing which the SHIPPER shall be liable to pay late payment compensation under the conditions set out in Section 6.4.2 hereof.

It is the responsibility of the SHIPPER to provide all information necessary to determine the applicable VAT, if any, and to notify UPPLY of any change in its situation. The SHIPPER is also required to declare the VAT to the competent tax authority

6.3.2 Billing of UPPLY by the CARRIER

After delivery, the CARRIER will indicate on the WEBSITE the effective delivery date and then deposit the POD there.

UPPLY has put into place a Consolidated Invoicing System which is applicable to the CARRIER as soon as the latter carries out operations via the CONNECT SOLUTION.

- In this way each CARRIER must address by e-mail every month or every two (2) weeks (or according to any other frequency defined between the CARRIER and UPPLY), an invoice corresponding to all the TRANSPORT SERVICES performed during the corresponding period.

Each ASSIGNED LOAD will be invoiced according to the date the GOODS were loaded, during the corresponding invoicing period.

By default, the CARRIER invoices UPPLY according to the Consolidated Invoicing System. Nevertheless, at its discretion, UPPLY may authorise a CARRIER to use the ASSIGNED LOAD Invoicing System. Otherwise, the CARRIER shall send UPPLY the invoice for the TRANSPORT SERVICE corresponding to the TRANSPORT PRICE, and this for each TRANSPORT SERVICE

All transmitted invoices must meet the following conditions:

- Digital format (preferably PDF).
- Channel: sent by e-mail to the e-mail address provided by UPPLY.
- Invoice transmission deadline: no later than five (5) WORKING DAYS after the end of the month;
- UPPLY order reference for each TRANSPORT SERVICE performed;
- Supporting documents: POD, CMR, any other document relating to the delivery of the GOODS.

The invoice and all supporting documents must be included on a single document, otherwise they will not be accepted by UPPLY.

In any case, this invoice may only contain ASSIGNED LOADS for which the POD has been uploaded onto the WEBSITE.

UPPLY shall dispose of a period of thirty (30) calendar days from the date of receipt of the said invoice to assess compliance with these conditions.

UPPLY shall pay the invoice within thirty (30) days from the date of receipt of the invoice, unless otherwise agreed with the CARRIER.

Subject to eligibility, UPPLY may offer to proceed with the accelerated payment of the invoice issued by the

CARRIER.

In order to be eligible, the CARRIER shall provide proof of delivery for the relevant invoices and all other documents required by UPPLY.

It is the responsibility of the CARRIER to provide all information necessary to determine the applicable VAT, if any, and to notify UPPLY of any change in its situation. The SHIPPER is also required to declare the VAT to the competent tax authority

6.4 Payment of the TRANSPORT PRICE and the SERVICE FEES by the SHIPPER

6.4.1 Means and term of payment

- **Means of payment**
 - By bank transfer to the bank details shown on each invoice sent. In order to facilitate processing, the SHIPPER shall specify the reference of the UPPLY invoice concerned for each transfer made.
 - By SEPA Direct Debit, if applicable
 - By Credit Card, via a PAYMENT SERVICE PROVIDER

In the event of unpaid invoices, or if the solvency analysis reveals that the SHIPPER presents a risk of not honouring the invoices, UPPLY may propose a system of invoicing each order payable either by bank card or by a SEPA direct debit.

It is specified that UPPLY does not have access to this data in accordance with Section 6.5 hereof. The SHIPPER may then be redirected to an authentication page in order to validate the payment.

- **Payment period**

Under the Consolidated Invoicing System, the SHIPPER shall pay the TRANSPORT PRICE and the SERVICE FEES within a maximum of thirty (30) days from the date of receipt of the invoice.

Under the LOAD Invoicing System, the SHIPPER shall pay the TRANSPORT PRICE and the SERVICE FEES on the date of receipt of the invoice, unless otherwise agreed between UPPLY and the SHIPPER.

6.4.2 Late payment

In accordance with Section 1344 of the French civil code, the debtor is deemed to have been given notice to pay by the mere due date of the obligation.

Any delay in payment will automatically entail, on the day following the date payment is due appearing on the invoice, default interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten (10) percentage points, and set according to the terms defined in Section L.441-10 of the French commercial code, as well as a lump-sum indemnity for collection costs of forty (40) euros in accordance with Section D.441-5 of the French commercial code, without prejudice to any compensation under the conditions of general law for any other damage resulting directly from this delay.

6.5 PAYMENT SERVICE PROVIDER

UPPLY may use a PAYMENT SERVICE PROVIDER for the payment of TRANSPORT SERVICES and SERVICE FEES by credit card. This method of payment is optional.

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UPPLY shall provide the SHIPPER and the CARRIER with the general terms and conditions of use submitted by the PAYMENT SERVICE PROVIDER on each payment by bank card.

In the context of these payments, UPPLY does not have access to any data relating to the payment means of the SHIPPER and/or the CARRIER. The payment is made directly to the PAYMENT SERVICE PROVIDER.

The data recorded by the payment system constitutes proof of the financial transactions.

6.6 FINANCIAL TRANSPARANCY

In accordance with the article 242 bis of the general tax code, UPPLY commits itself to:

At the time of each transaction carried out via the PLATFORM, communicating to the CARRIER the information relating to the tax regimes and the social regulations applicable to these sums, to the declarative obligations and the payment which result from it with the tax authorities and the organisations that collect the social contributions as well as the sanctions incurred in the event of failure to meet these obligations; Issuing to the CARRIERS in January of each year a document summarising the gross amount of the transactions of which it has knowledge and which the CARRIERS have collected, through its intermediary, during the previous year.

Transmitting to the tax authorities before 31 January of the year following the year for which the information is given, a summary containing the elements transmitted in the summary document sent to each CARRIER

SECTION 7. DISPUTES BETWEEN THE SHIPPER AND THE CARRIER

In case of dispute or litigation, the CARRIER or the SHIPPER who has suffered the damage, must keep UPPLY informed. UPPLY shall have no liability as a principal, but shall endeavour to assist the PARTIES in settling their dispute amicably.

UPPLY shall then in the framework of reasonable efforts encourage the PARTIES to meet to settle their dispute, without however being bound by any obligation to succeed, the decision belonging exclusively to the SHIPPER and the CARRIER.

SECTION 8. LIABILITY

8.1 Responsibility of UPPLY for the TRANSPORT SERVICE

UPPLY can in no event be held responsible for the execution or non-execution of a TRANSPORT SERVICE, or any INCIDENT occurring in the course of it:

8.2 Personal liability of UPPLY

In the event that UPPLY is held personally liable under this agreement, its liability shall be limited, for all damages combined, to the highest of the following 2 sums: (i) (5,000) €, or (ii) 10% (ten percent) of the price of the TRANSPORT SERVICE.

ANNEX 1: STANDARD CONTRACTS

[Standard Contract Applicable to Public Road Freight Transport for which there is no specific standard contract.](#)