

## Ascent Global Logistics International, LLC

### TERMS AND CONDITIONS OF SERVICE

By tendering freight to and utilizing the services described herein, and in the absence of a separate, written logistics and transportation agreement with Customer, Customer acknowledges and agrees that Customer is deemed to be acting as a shipper and all transactions will be governed by these Terms and Conditions. Any terms and conditions proposed by Customer which are additional to or inconsistent with these Terms and Conditions shall be void, unless specifically agreed to by Ascent in writing and signed by Ascent's duly authorized representative. In the event of a conflict between these Terms and Conditions and a signed contract, the signed contract shall control.

#### Definitions

**"Applicable Law"** means, collectively, all international, federal, state, provincial, territorial, and local laws; statutes; regulations; rules; and ordinances of the jurisdiction(s) which apply to and govern the performance of the Services.

**"Ascent"** means Ascent Global Logistics International, LLC together with its Affiliates, related companies, agents and representatives.

**"Affiliates"** means Ascent Global Logistics, LLC, Ascent On-Demand, Inc., Active PTM, LLC, Active Global Solutions, LLC, Active Aero Motor Carrier, LLC, dba Ascent Expedite, Active Aero Charter, LLC, USA Jet Airlines, Inc., and Ascent On-Demand de Mexico, S. de R.L. de C.V. based in Aguascalientes, Mexico, and includes any future entities as may be created by or acquired by Ascent or any of its existing subsidiaries or Affiliates.

**"Transportation Provider"** means the provider who is physically transporting of the freight via ground, air, rail or ocean.

**"Customer"** means the entity or person for whom Ascent is rendering service, as well as its principals, agents and/or representatives, including but not limited to shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.

**"Documentation"** shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.

**"Ocean Transportation Intermediaries or OTI"** shall include an ocean freight forwarder and an NVOCC.

**"Non-Vessel Operating Common Carrier or NVOCC"** means a type of ocean carrier that offers transportation services similar to steamship lines, but without owning their own ships or containers, instead leasing space from other ocean carriers, or Vessel Operating Common Carriers (VOCCs), and then selling that space to their own customers.

**"Reefer"** means a refrigerated trailer or container for transporting temperature-sensitive or perishable items.

**"Service Provider"** shall include, but not be limited to, third-party motor carriers, truck men, cart men, lighter men, forwarders, customs brokers, agents, warehousemen and other providers to which the goods are entrusted for transportation, cartage, handling, delivery, storage or otherwise via ground, air, ocean or rail.

**1. SERVICES.** In compliance with all federal, state and local laws and regulations, Ascent agrees to arrange for transportation of Customer's freight ("**Shipments**").

1.1. *Ascent as Agent.* Ascent shall act as the agent of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with government agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

1.2. *Service Provider, OTI or NVOCC Selection.* Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Ascent shall use reasonable care in its selection of third party Service Providers or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the Shipment. Advice by Ascent that a particular Service Provider has been selected to render services with respect to the goods shall not be construed to mean that Ascent

warrants or represents that such Service Provider will render such services nor does Ascent assume responsibility or liability for any actions(s) and/or inaction(s) of such Service Providers and/or its or their agents and shall not be liable for any delay or loss of any kind which may occur while a Shipment is in the care, custody or control of a Service Provider or the agent of a Service Provider. All claims in connection with the act(s) of a Service Provider shall be brought solely against such party and/or its agents. In connection with any claim, Ascent shall reasonably cooperate with the Customer and Customer shall be liable for any charges or costs incurred by Ascent.

- 1.3. Quotations Not Binding. Quotations representing fees, rates of duty, freight charges, insurance premiums or other charges given by Ascent to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon Ascent unless Ascent agrees in writing to undertake the handling or transportation of the Shipment at a specific rate or amount set forth in the quotation and payment arrangements have been agreed to between Ascent and the Customer prior to the movement of any Shipment.
- 1.4. Obtaining Binding Rulings, Filing Protests. Unless requested in writing by Customer and agreed to by Ascent in writing, Ascent shall be under no obligation to undertake any pre- or post-customs release action including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions or protests, etc.
- 1.5. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by Ascent in writing, Ascent shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.
- 1.6. No Duty To Serve as a Party to the Transaction. Unless requested by Customer in writing and agreed to by an authorized representative of Ascent in writing, Ascent shall not be construed as a party to the transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, or with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States of America or transactions in connection therewith.

**2. NO EXCLUSIVITY.** Customer is not restricted from tendering freight to other Service Providers. Ascent is not restricted from arranging transportation of freight for other customers.

**3. CUSTOMER RESPONSIBILITIES.**

- 3.1. Compliance with Food Safety Laws. If applicable, Customer must comply, and Ascent will require the Service Provider to comply, with all Applicable Law governing the safe and secure transportation of food products that will be ultimately consumed by humans or animals including, but not limited to, the Food Safety Modernization Act; the Federal Food, Drug and Cosmetic Act; the Sanitary Food Transportation Act; the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food; and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations.
- 3.2. Customer Written Instructions.
  - A. The Customer must provide in writing, complete, accurate and timely shipping instructions and properly identify the kind, quantity, and condition of the Shipments in the bill of lading ("**BOL**") or other shipping instructions. The Customer will not tender any restricted commodities including, but not limited to,
  - B. materials and waste, oversize or overweight Shipments, coiled or rolled products, or commodities requiring protection from heat or cold without properly identifying such Shipments and making the necessary prior arrangements for transportation including, but not limited to, securing a quote for a higher transportation charge for the additional service(s) requested.
  - C. At the time of booking but prior to the loading of the Shipments, Customer must further specify in writing, in the booking request and on the face of the BOL, all instructions which must be followed by the Service Provider to maintain the safety and integrity of the Shipments including, without limitation: (a) all temperature control requirements and temperature control documentation requirements; (b) the required

operating temperature for the transportation and when necessary, the pre-cooling phase and mode of operation; (c) all sanitation requirements and sanitation documentation requirements for the Shipments, including those for the Service Provider's vehicle and transportation equipment; and (d) any design specifications and cleaning procedures (all together, the "**Written Instructions**"). Ascent will assist Customer in providing any Written Instructions to the Service Provider transporting Customer's Shipments.

- D. Reliance on Information Furnished. The Customer agrees that it has an affirmative, non-delegable duty to disclose any and all information required to import, export or enter the goods. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection and other government agencies and/or third parties and will immediately advise Ascent of any errors, discrepancies, incorrect statements or omissions on any declaration or other submission filed on Customers behalf. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, Ascent relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by the Customer. Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Ascent harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which Ascent reasonably relied.

Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Ascent is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold Ascent harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which Ascent relies.

- E. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the customs and/or other laws and regulations of the United States. Unless otherwise agreed in writing, Ascent shall only keep such records that it is required to maintain by Applicable Law, but not act as a "record keeper" or "recordkeeping agent" for Customer.

### 3.3. Cargo Loading and Securement.

- A. Customer is solely responsible for ensuring that Shipments are (i) properly and safely packaged and loaded for the type of transportation requested (i.e., LTL, TL, flatbed, refrigerated van, intermodal, ocean, air, etc.), regardless of if such Shipments are actually loaded by the Customer or the Customer's agent, supplier or subcontractor; and (ii) supported, blocked, braced, and secured prior to transport. Customer must inspect the equipment provided by the Service Provider to ensure it meets the requirements specified in the Written Instructions and is in an appropriate sanitary condition for transporting the Shipments.
- B. For temperature-specific loads, Customer is solely responsible to ensure the Reefer is pre-cooled (if applicable), set to the required temperature, and set to the proper mode of control (either cycle sentry mode or continuous). In the event there is a discrepancy in temperature readings between the Reefer and another temperature measuring device, the temperature reading provided by the Reefer will govern.
- C. Customer must reject any equipment that is not in appropriate condition to protect and preserve the Shipments during transportation or it shall be deemed appropriate when loaded and not rejected. Customer's failure to fulfill the obligations under this section will be considered an act or default of the shipper and a defense to any cargo claim resulting from the condition of the trailer.

- 3.4. **Mitigating Damages.** None of the provisions in these Terms and Conditions in any way limits Customer's obligation to mitigate damages, including by salvaging all portions of a Shipment for which there is a secondary market.
- 3.5. **Warranties.** Customer represents and warrants, where applicable, that (i) Customer is the legally documented owner of all Shipments tendered to Ascent and/or is authorized to cause such Shipments to be stored and otherwise controlled by Ascent as provided in the applicable transportation document; (ii) Customer will comply with all Applicable Laws including, but not limited to, customs laws, import and export laws, dangerous or hazardous materials laws/rules/regulations, and the governmental regulations of any country to, from, through or over which any Shipment may be carried; (iii) Customer will provide complete, accurate and timely information regarding each Shipment; (iv) Customer will furnish such information and complete and attach to the applicable transportation document as such documents as are necessary to legally complete the Shipment; (v) all items to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers; and (vi) Customer will make every effort to accurately measure the dimensions and weights of all items and understands that Service Provider's rate depends upon the accuracy of this information.

Ascent assumes no liability to Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision.

4. **HAZARDOUS MATERIALS.** Customer acknowledges that it is required to advise Ascent in advance of its intention to tender hazardous material goods and that it will otherwise comply with all Applicable Laws and regulations relating to the transportation of hazardous materials including as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any Shipments constitute hazardous materials. Customer shall defend, indemnify, and hold Ascent harmless, including reasonable attorney fees, from any penalties or liability of any kind, arising directly or indirectly out of Customer's failure to comply with applicable hazardous materials laws and regulations.

5. **RECEIPTS & BILLS OF LADING.**

- 5.1. **Preparation and Issuance of Bills of Lading.** Where Ascent prepares and/or issues a bill of lading, Customer or its agent shall supply to Ascent the marks necessary to identify the goods, the number of packages, the quantity, weight, and apparent condition of the goods. Unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Ascent shall rely upon and use on any bill of lading or shipping document the information supplied by Customer.
- 5.2. If requested by Customer, Ascent agrees to provide Customer with proof of acceptance and delivery of Shipments in the form of a signed BOL or proof of delivery. The terms and conditions of any freight documentation used by Customer or Service Provider will not supplement, alter, or modify these Terms and Conditions. Failure to provide proof of delivery shall not be grounds for non-payment where there is no dispute that a Shipment was successfully delivered.

6. **PAYMENT.**

- 6.1. **Advancing Money.** All charges must be paid by Customer in advance unless Ascent agrees in writing to extend credit to Customer. The granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by Ascent.
- 6.2. **Invoicing.** Ascent will invoice Customer directly for its services in accordance with the rates, charges and provisions as mutually agreed between the parties in writing (including electronic communications). If Ascent grants credit to a Customer in lieu of payment in advance, Customer agrees to pay Ascent's invoice in U.S. dollars within fifteen (15) days of invoice date without deduction or setoff. If any payment remains unpaid by Customer for a period of fifteen (15) days following the due date, Ascent reserves the right to charge Customer interest on the unpaid balance of one and one half percent (1.5%) per month or the highest amount permitted

by law, whichever is less. The Customer is responsible for payment regardless of other arrangements between the Customer, shipper, consignee or other third party.

- 6.3. COD or Cash Collect Shipments. Ascent shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" Shipments, bank drafts, cashiers and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the Shipment.
- 6.4. Ascent's compensation for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Ascent to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Ascent from carriers, insurers and others in connection with the Shipment. For ocean exports, upon request, Ascent shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to such charges.
- 6.5. Ascent warrants that to the extent any payments received contain amounts that are owing to any Service Provider, Ascent will accept such payment for the benefit of such Service Provider and shall remit to the Service Provider such amounts that are properly due and payable to the Service Provider.
- 6.6. Cost of Collection. In any dispute, referral for collection or any against the Customer involving monies owed to Ascent, Ascent shall be entitled to recover from the Customer all costs of collection, including reasonable attorney's fees, costs of litigation, and interest at eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Ascent.
- 6.7. General Lien & Right to Sell Customer's Property. Ascent shall have a general and continuing lien on any and all property of Customer coming into Ascent's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Ascent with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by Ascent shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which Ascent is acting as a mere conduit. Ascent shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges. Customer shall notify all parties having an interest in its Shipment(s) of Ascent's rights and/or the exercise of such lien.

Ascent shall have the right to sell such Shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Ascent, guaranteeing payment of the monies owed plus all storage charges accrued or to be accrued.

**7. INSURANCE**. Unless requested in writing by Customer and accepted by Ascent in writing, Ascent is under no obligation to procure insurance on Customer's behalf. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

## **8. INDEMNIFICATION**

- 8.1. Customer. Customer must indemnify, defend and hold Ascent, and to the extent applicable any member of Ascent, including its and their directors, officers, shareholders, employees, agents and other representatives, harmless from and against any and all liabilities, fines, claims, demands, suits, penalties, damages and losses, actions, causes of action, costs, expenses and reasonable attorney's fees and costs of defense, caused by or resulting from (i) the importation or exportation of Customer's freight and/or any conduct of the Customer including but not limited to the inaccuracy of entry, export of security data supplied by Customer or its agents or representatives which violates any Applicable Law and further agrees to indemnify and hold Ascent

harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which Ascent may hereafter incur, suffer or be required to pay by reason of such claims; (iii) Customer or Customer's employees or agents negligence or intentional misconduct; (iv) Customer's breach of these Terms and Conditions; (iii) Customer or Customer's employees or agents violation of Applicable Laws; (iv) death of or personal injury to any person or persons and for loss of, damage to, or destruction of any property whatsoever as a result of, arising out of, or in any way connected with Ascent's utilization of a Customer-directed broker, carrier, or other service provider that has not otherwise been qualified by Ascent; or (v) any attempts by Customer's insurance provider or any other party to recover from Ascent.

In the event that any claim, suit or proceeding is brought against Ascent, it shall give notice in writing to the Customer by mail at its address on file with Ascent. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions Ascent is required to take pursuant to customs regulations to report to CBP when Ascent separates from or cancels representation of a Customer as a result of determining, in Ascent's judgment, that the Customer is intentionally attempting to use Ascent to defraud the U.S. Government or commit any criminal act against the U.S. Government.

## **9. CLAIMS & LIMITATION OF LIABILITY.**

- 9.1. Unless subject to a specific statute or international convention, all claims against Ascent for a potential or actual loss must be made in writing and received by Ascent, within thirty (30) days of the event giving rise to claim. Failure to give Ascent timely notice shall be a complete defense to any suit or action commenced by Customer. All suits against Ascent must be filed and properly served on Ascent as follows:
  - A. For claims arising out of air or ocean transportation, within one (1) year from the date of the loss;
  - B. For claims arising out of the preparation and/or submission of an import entry(s), within ten (10) days from the date of liquidation of the entry(s); and
  - C. For any and all other claims of any other type, within one (1) year from the date of the loss or damage.
- 9.2. Except as specifically set forth herein, Ascent makes no express or implied warranties in connection with its services. In connection with all Services performed by Ascent, Customer may obtain additional liability coverage up to the actual or declared value of the Shipment or transaction by requesting such coverage and agreeing to make payment therefor. Such request must be confirmed in writing by Ascent prior to rendering services for the covered transaction(s). In all events, Ascent's liability shall be limited to the following:
  - A. Where the claim arises from activities other than those relating to customs business, fifty dollars (\$50 USD) per Shipment or transaction, or
  - B. Where the claim arises from activities relating to customs business, fifty dollars (\$50 USD) per entry or the amount of brokerage fees paid to Ascent for the entry, whichever is less.
- 9.3. Service Providers and third parties to whom the goods are entrusted may limit their liability for loss or damage. Ascent will request excess valuation coverage only upon specific written instructions from the Customer and Customer's payment of any charges, therefore. In the absence of written instructions from the Customer and at Ascent's discretion, the Shipment may be tendered to the Service Provider or third party subject to the terms of such party's limitations of liability and/or terms and conditions of service.
- 9.4. Customer acknowledges that Ascent does not assume liability for any acts or omissions of itself or any Service Provider solely by virtue of carrying insurance, or otherwise, and Customer agrees that it will not pursue any claim against Ascent arising from any act or omission of any Service Provider.
- 9.5. In no event shall Ascent be liable or responsible for the acts of third parties or for any indirect, special, consequential, incidental, statutory or punitive damages or exemplary losses including loss of profits or income, or for the acts of third parties, even if it has been put on notice of the possibility of such damages.

- 10. SEVERABILITY/SURVIVABILITY.** In the event that any paragraphs or portions of these Terms and Conditions are found to be invalid or unenforceable, the parties agree that such portion or provision shall be severable and that the remaining provisions of these Terms and Conditions shall continue in full force and effect. The representations and obligations of the parties shall survive the termination of the business relationship for any reason.
- 11. INDEPENDENT CONTRACTOR.** Except for the specific duties wherein Ascent acts as the Customer's agent for the provision of services identified in section 1.1, it is expressly understood between Ascent and Customer that Ascent is not an agent for either Service Provider or Customer and shall at all times remain an independent contractor. Customer does not exercise or retain any control or supervision over Ascent, its operations, employees, or those of any Service Providers. Ascent does not exercise or retain any control or supervision over Service Providers or Customers or their operations or employees.
- 12. NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of these Terms and Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of these Terms and Conditions, shall not be construed as thereafter waiving or invalidating any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 13. NOTICES.** Any and all notices required or permitted to be given under these Terms and Conditions shall be made in writing to Ascent at [contracts@ascentgl.com](mailto:contracts@ascentgl.com) with confirmed receipt and shall be effective when so delivered.
- 14. FORCE MAJEURE.** Ascent shall not be liable for any failure or delay in performing its obligations to Customer hereunder to the extent that such delay or failure is caused by or results from circumstances beyond its reasonable control, without its fault or negligence, including but not limited to (i) acts of God such as fire, flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation such as closing of the public highways, the intervention of any government authority or the acts or omission of customs officials (whether or not valid) including denial or cancellation of any import/export or other necessary license; (iv) embargos; (v) riots or civil disobedience; (vi) environmental or dangerous goods incidents, unexpected mechanical failures to the aircraft or other equipment utilized to transport the Customer's product, unexpected inability to operate the aircraft due to pilot fatigue or other safety reasons; (vii) defects, nature or inherent vice of the goods, (viii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment; (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; (x) strikes, lockouts or other labor conflicts; (xi) breaches of cyber security including but not limited to cyber outages or attacks; or (xii) any other cause outside of the reasonable control of Ascent, provided that Ascent uses its best efforts to mitigate the failure or delay and provided further that Ascent provides reasonable notice to Customer of such inability to perform. In such event, Ascent reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.
- 15. CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of these Terms and Conditions, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the federal laws regarding transportation, where applicable, and otherwise by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The parties agree to jurisdiction and venue in a United States Federal District Court in Delaware, or if federal jurisdiction is not available, then in a State Court located in Delaware. In any judicial proceeding, the parties (i) agree that any action relating to the services performed by Ascent shall only be brought in said courts; (ii) consent to the exercise of *in personam* jurisdiction by said courts over it; (iii) further agree that any action to enforce a judgment may be instituted in any jurisdiction; and (iv) hereby knowingly and voluntarily waive their constitutional right to trial by jury.

**16. OWNERSHIP & LICENSES.**

16.1. Customer acknowledges and agrees that Ascent owns and shall retain all rights, title and interests, including all intellectual property rights, in and to Ascent's software, documents and other materials created by it and by any member of Ascent, including, without limitation, all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, trademarks and other intellectual property (collectively, "**Proprietary Materials**"). No Proprietary Materials created by Ascent or any member of Ascent are or will be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

16.2. Subject to Customer's compliance with these Terms and Conditions, Ascent hereby grants Customer a non-exclusive, non-transferable, revokable, royalty-free license to access and use PEAK™ and other applicable Ascent systems and Proprietary Materials, solely as necessary for Customers to participate in and receive the services described in herein. All rights not expressly granted to Customer in this Agreement are reserved by Ascent.

**17. CONFIDENTIALITY.** Other than as required to comply with the law or legal process requiring disclosure, the parties agree to the following:

17.1. Each party shall use the other's confidential information only for the purposes of this Agreement. Each party shall maintain the confidentiality of the other party's confidential information in at least the same manner in which it protects its own confidential information, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure. Each party shall be and remain fully liable and responsible for its employees', agents', or contractors' unauthorized disclosure or use of the other party's confidential information.

17.2. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their customers, including but not limited to rates, amounts received for services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their customers, shall be treated as confidential and shall not be disclosed or used for any reason without prior written consent, except in furtherance of performing the services pursuant to these Terms & Conditions.

**18. CHANGES IN TERMS AND CONDITIONS.** Ascent shall have the right at any time to change or modify these Terms and Conditions. Such changes, modifications, additions or deletions shall be effective on any Shipment not already in process. The most current version of this document may be found at <https://ascentlogistics.com/terms-and-conditions/>.