

## TICKETPRO SUBSCRIBER AGREEMENT (“AGREEMENT”)

**IMPORTANT - PLEASE READ CAREFULLY:** This Subscriber Agreement (“Agreement”) is a legal agreement between you (an individual, hereafter “User” or “You”) and Command Alkon Incorporated (“Company” or “We”), for the Trucking Management System product and the associated online services provided by Company (the “Platform”). By accessing and/or using the Platform, you agree to be bound by the terms of this Agreement. If You do not agree to be bound by this Agreement, You should immediately uninstall and cease all use of the Platform.

**1. License.** This Agreement grants you a limited, personal, non-transferable and non-exclusive license to: (i) install and use the Platform for business purposes on a computer system or device which is owned or otherwise controlled by you (a “System”), strictly in accordance with the documentation associated with the Platform; and (ii) access the Platform and use the images, photographs, animations, video, audio, music, text, and associated printed materials or online or electronic documentation (collectively, the “Content”) delivered through the Platform, strictly in accordance with this Agreement.

**2. Use Restrictions.** You agree not to (directly or indirectly): (i) copy (except as expressly permitted under the license), modify, translate or otherwise create derivative works of any part of the Platform, including any Content thereon; (ii) remove or obscure any notice of proprietary rights from the Platform; (iii) reverse engineer, decompile, disassemble, modify, translate, adapt or attempt to derive the source code or underlying ideas or algorithms of the Platform, or any portion thereof (except to the limited extent applicable laws specifically prohibit such restriction), or attempt to recreate the Platform, or use the Platform for any competitive purpose; (iv) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available the Platform, including any Content thereon, to or for the benefit of any third party; or (v) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Platform.

**3. Employer’s Agreement and Acceptable Use Policies.** If You have been issued Credentials (defined below) to access the Platform as an Authorized User of Your employer (“Employer”), then Your use of the Platform and Content also is governed by the terms of any Customer Agreement between Company and Your Employer that relates to the use of the Platform. You also are subject to any and all Acceptable Use Policies (“AUP”) related to and posted on the Platform, which are incorporated herein and may be amended from time to time by Company.

**4. Login Credentials.** Once you have been assigned a login ID, passwords and other credentials issued to access the Platform (“Credentials”), you shall maintain the confidentiality of the Credentials and not permit any third party to use your Credentials to access or use the Platform. Without limiting the foregoing, You are responsible to Company for the use of the Platform by any person with whom you have shared your Credentials or who gains access to the Platform as a result of Your failure to use reasonable security precautions, even if that use was not authorized by You.

**5. Ownership of Platform and Content.**

(a) The Platform, including in each case all associated Content, is owned by Company and/or its licensors and service providers, and is protected by copyright and other intellectual property laws and international treaties. You acknowledge and agree that the Platform and Content are provided under license, and not sold, to You. You do not acquire any ownership interest in the Platform or Content, or any other rights thereto, including by implication or estoppel, other than the rights expressly granted, to use the Platform subject to all terms, conditions and restrictions of this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Platform and Content, including all copyrights, trademarks and other intellectual property rights therein or relating thereto.

(b) Company regards software piracy as the crime it is, and We view offenders accordingly. We do not tolerate the piracy of any Company software, and We pursue (both civilly and criminally) those who do so using all legal means available, including public and private surveillance resources. As part of these efforts, Company reserves the right to embed a software security mechanism within the Platform to monitor usage and to verify Your compliance with this license. Company utilizes data monitoring and scouring technologies to obtain and transmit data on users of illegal copies of Our software or any system identified to have compromised security including but not limited to security emulators. This process does not collect any proprietary information. Company will not provide any of the information it gathers in connection with this process to any third party, except: (i) as may be required by law or legal process; or (ii) to enforce compliance with the requirements described above.

## **6. Collection and Use of Your Information.**

(a) You acknowledge that when you download, install or use the Platform, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and your use of the Platform. You also may be required to provide certain information about Yourself, including personally identifiable information as a condition to downloading, installing or using the Platform or certain of its features or functionality, and the Platform may provide You with opportunities to share information about Yourself with others. Subject to this Section 6, all Personal Information (defined below) We collect through or in connection with this Platform is subject to our Privacy Policy [<https://librasystems.com/privacy-policy>], which is incorporated in this Agreement by reference. Our Privacy Policy may be changed from time to time, and in the event of such change we will post a notice on the Platform. Any modified Privacy Policy will be applicable to all Personal Information then held by Company, including Personal Information collected prior to the modification. If You do not agree to any modified Privacy Policy, You should terminate Your use of the Platform and any associated services.

(b) The Platform allows You to communicate and share information with other companies working on a construction project and to access information relating to the project(s) in which you are engaged (collectively, “**Job Information**”). By using the Platform, you authorize Company to enable: (i) You to view Your Job Information through the Platform; (ii) You and other parties involved in the construction project(s) to communicate through the Platform with respect to Job Information (including to transfer your Personal Information through the Platform to others); and (iii) You to engage in transactions with other parties to the construction project(s). Such communications and transactions are between You and these other parties engaged in the construction project(s), and the Platform is only providing a medium for such communications and transactions. Company has no responsibility for the content of such communications and transactions. Notwithstanding anything to the contrary herein, the use, storage and processing by other parties engaged in the construction project(s) of Your Job Information, including

information You provide to those other parties through the Platform, may be subject to those parties' customer agreement and privacy policy, and not Company's Agreement or Privacy Policy.

(c) Both You and Company undertake to comply with applicable laws governing the collection, processing and use of information about an individual or from which the identity of an individual can reasonably be ascertained ("**Personal Information**"), including applicable U.S. federal and state privacy laws, the E.U. General Data Protection Regulation ("**GDPR**"), and applicable data protection laws of other jurisdictions worldwide (collectively, "**DP Laws**"). You represent that You have sufficient right under applicable law (including all DP Laws) to transmit, store, copy, use and transfer to Company all data, including any Personal Information, sent to, from, or stored on the Platform using Your Credentials, or otherwise provided by You to Company as part of Our administration of the Platform and related services. You grant Company authorization to receive Your Job Information from other parties to the construction project(s) through their use of the Platform, including any Personal Information in Your Job Information. You also grant Company authorization to access, use, view, store, copy, and delete any such information provided by You or these other parties as necessary to provide the services related to the Platform. You hereby irrevocably consent and agree to the access and processing, including from geographic localities not within the United States or European Union, of any information sent to, from, or stored on the Platform. You acknowledge that Company may use third parties to assist in the operation and maintenance of the Platform, and/or to provide related services, and that this may result in such data being stored or processed on servers located in countries around the world.

(d) Notwithstanding anything to the contrary herein, Company hereby agrees that with respect to any Personal Information that Company collects from You or processes on behalf of You, Company is a service provider and a data processor acting on your behalf, and Company agrees that it will: (i) not retain, use, disclose and otherwise process such Personal Information other than for the purpose of performing the Services; (ii) not sell or otherwise disclose such Personal Information for a commercial purpose other than providing the Services (in the case of each of (i) and (ii) except as permitted under applicable law); and (iii) cooperate as reasonably requested by You (at Your expense) to enable You to comply with any obligations under applicable law (including the CCPA (defined below)) to respond to consumer requests regarding Personal Information processed by the Company in providing the Services. For purposes of the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 - 1798.199) ("**CCPA**"), references in this Section 9(d) to "service provider," "sell" and "commercial purpose" have the meanings specified in the CCPA, and Your Employer is the "Business" as such term is defined in the CCPA.

(e) Where in connection with the Platform we process data that constitutes "personal data" as defined under the GDPR, we are doing so as a "data processor" (as defined in the GDPR) on Your behalf. We shall: (i) only process such personal data in accordance with Your instructions which include use of such personal data as part of providing the Platform; and (ii) take appropriate technical and organization measures to prevent unauthorized or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data. You acknowledge that We may transfer any such personal data outside of Your jurisdiction and, in any event, from jurisdiction to jurisdiction, but any such transfer shall not relieve Us from Our obligations under this clause. You hereby acknowledge and agree that We may appoint sub-contractors who may act as sub-processor(s) of the personal data, and that You shall have an opportunity to object to such sub-processor(s) if required by applicable data privacy law. We maintain an up-to-date list of such sub-processors on the Legal Section of Our parent company's website [[https://commandalkon.com/wp-content/uploads/2020/09/DataSubprocessorList\\_09\\_09\\_20.pdf](https://commandalkon.com/wp-content/uploads/2020/09/DataSubprocessorList_09_09_20.pdf)] and we will provide a notification on the Platform in the event of a change to this list that affects Our product(s).

**7. Suspension of Services.** We have the right to take appropriate action to address risks to the Platform, including any data or other content therein. Without limiting the foregoing, in the event of a severe or imminent threat to the Platform, We may immediately suspend Your right to access or use any portion or all of the Platform and related services if: (i) We reasonably believe that the Platform is being used in violation of the associated agreements or AUP, or applicable law; (ii) in Our determination, Your use of the Platform interferes with the normal operations of the Platform or other customers, or creates any threat to the security of the Platform or the content of any other customer; (iii) We become aware of what We, in our sole discretion, deem a credible claim that the Platform infringes upon the intellectual property rights of a third party; or (iv) required to do so by law. We will not be liable for any claims or damages of any kind arising out of a suspension under this Section. We may maintain a suspension for as long as reasonably necessary to address severe, imminent risks to the Platform or any customer content. Our right to suspend under this Section is in addition to Our right to terminate pursuant to Section 10 herein.

**8. Updates.** Company may from time to time in its sole discretion develop and provide Platform and/or service updates, which may include bug fixes, patches and other error corrections, upgrades and/or new features (collectively, including related documentation, "**Updates**"). Updates also may modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on Your System settings, when Your System is connected to the internet either: (i) the Platform will automatically download and install all available Updates; or (ii) You may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Platform or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

**9. Third-Party Materials.** The Platform may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services, including through third-party advertising (collectively, "**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

**10. Termination.**

(a) Without prejudice to any other rights or remedies at law or in equity, Company may terminate this Agreement and Your right to access and use the Platform and services, without notice, if You fail to comply with the terms and conditions of this Agreement. In such event, You must destroy and delete all copies of the Platform and all of its component parts and cease all use of the Platform. Company may terminate this Agreement, without prior notice, if it ceases to provide or operate the Platform.

(b) You may terminate this Agreement by deleting the Platform and all copies thereof from your System.

(c) Upon termination: (i) all rights granted to You under this Agreement will also terminate; and (ii) You must cease all use of the Platform and services and delete all copies of the Platform from Your System.

## **11. DISCLAIMERS OF WARRANTIES; LIMITATIONS OF LIABILITY.**

(a) THE PLATFORM AND THE CONTENT AND SERVICES PROVIDED THEREON, ARE PROVIDED “AS IS” AND COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, ON THE PLATFORM AND CONTENT FURNISHED IN CONNECTION THEREWITH, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SUITABILITY, ACCURACY OF DATA OR SYSTEM INTEGRATION, INTEGRITY, UPTIME AND/OR AVAILABILITY, OR ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PLATFORM, CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE OPERATION THEREOF WILL BE SECURE, UNINTERRUPTED, FREE FROM BUGS, VIRUSES OR ERRORS OR OTHER PROGRAM LIMITATIONS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE AND ANY RELIANCE UPON THE PLATFORM, CONTENT AND SERVICES IS AT YOUR OWN RISK.

(b) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, YOU AGREE THAT COMPANY, ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LIABILITY FOR: (i) PERSONAL INJURY OR PROPERTY DAMAGE; (ii) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OR DESTRUCTION OF DATA, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF GOODWILL OR ANY OTHER LOSS, OR FOR EXEMPLARY DAMAGES; OR (iii) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR THE PLATFORM; IN EACH CASE WHETHER RESULTING FROM YOUR USE OR INABILITY TO USE THE PLATFORM, CONTENT OR SERVICES, OR FOR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST YOU BY THIRD PARTIES OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) DISCLAIMS ANY LIABILITY FOR PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. THESE LIMITATIONS OF COMPANY’S (AND ITS AFFILIATES’, VENDORS’, LICENSORS’ AND SERVICE PROVIDERS’) LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. ANY ACTION AGAINST COMPANY MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

**12. Indemnification.** You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Your misuse of the Platform or Your breach of this Agreement. Furthermore, You agree that Company assumes no responsibility for the content You submit or make available through the Platform.

**13. Compliance with Law.**

(a) You shall use the Platform and Content in full compliance with all applicable laws and regulations, including all laws and regulations applying to privacy and personal information.

(b) The Platform may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Platform available outside the U.S.

(c) You represent and warrant that: (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

**14. U.S. Government Rights.** The Content and Platform: (i) includes commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by Command Alkon Incorporated, 1800 International Park Drive, Suite 400, Birmingham, Alabama 35243; (ii) are Company trade secrets for all purposes of the Freedom of Information Act; and (iii) are in all respects Company proprietary data and all rights are reserved under the copyright laws of the United States. The U.S. Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a) (June 2013), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (May 2014) and/or restricted rights provisions of FAR 52.227-14 (May 2014) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense federal procurements.

**15. Governing Law and Venue.** The interpretation of this Agreement shall be governed by any applicable state and federal laws of Alabama, without giving effect to any choice or conflict of law provision or rule (whether in Alabama or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. To the extent that the United Nations Convention on Contracts for the International Sale of Goods (the “**Convention**”) would be applicable to this Agreement or any other dealings or transactions between the parties that are the subject matter of the foregoing, the parties hereby expressly “opt out” of the Convention and expressly state that the Convention is inapplicable to the Agreement and the transactions between the parties that are the subject matter of the foregoing. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Alabama for the purpose of any suit, action, proceeding or judgment relating to or arising out of the Agreement and the transactions contemplated hereby.

**16. General Provisions.** If any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or un-enforceability, the Agreement shall remain in full force and effect and such provision shall be deemed to be deleted. Furthermore, if possible to ascertain the intent of the parties, there shall be added a substitute provision as similar in substance as legally possible and the remainder of the Agreement shall not be affected. This Agreement and the policies referenced herein constitute the entire agreement between You and Company with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform. Any failure or delay by either party in exercising any right or remedy will not constitute a

waiver of such right or remedy. You may not assign or transfer the Agreement, in whole or part, or any rights or obligations thereunder, without the prior written consent of Company. In the event of any attempted assignment or transfer in violation of this Section, such purported assignment or transfer shall be void and without force or effect. Company shall not be liable to You for any delay, failure or inability to perform its obligations under this Agreement, or any losses arising in connection with the foregoing, due to any cause beyond its reasonable control, including, but not limited to, utility failures, equipment breakdowns, fires, storms, accidents, acts of God, acts of war, acts of terrorism, labor shortages, telecommunications or Internet failures, or any act or omission by You.

**Should You have any questions concerning this Agreement, or if You desire to contact Company for any reason, please communicate directly with Our parent company at:**

**COMMAND ALKON INCORPORATED**  
**Attn: General Counsel**  
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