

## Terms of Use

### **READ THE FOLLOWING TERM AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

BY USING OR ACCESSING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE (THE "AGREEMENT"), AND THAT YOU ACCEPT AND WILL BE BOUND BY THE AGREEMENT.

#### 1. COPYRIGHT NOTICE

Copyright 2018 The Descartes Systems Group Inc. (the "Company") All Rights Reserved.

#### 2. TRADEMARK NOTICE

The trademarks, logos and service marks displayed on this Site, including but not limited to "Descartes", "Descartes Systems Group", "The Descartes Systems Group Inc.", "Descartes.com", "Descartes Global Logistics Network", "Descartes GLN", the Descartes corporate logo and as well as names of Descartes' products and services are trademarks and/or service marks of the Company or Others. Unless otherwise noted on the Site, all other company names, tradenames, trademarks, service marks, and logos used in this Site are the company names, tradenames, trademarks, service marks or logos of their respective owners.

#### 3. LICENSE GRANT & OWNERSHIP BY DESCARTES

a. License. Subject to the terms and conditions of this Agreement, and until termination of the Agreement, Descartes grants to you a non-exclusive, non-transferable, limited license to view or print the Content in this Site without alterations, for personal, non-commercial use only. This limited license does not apply to any media or platform other than that of the current Site.

b. Ownership. All Content on the Site is (and shall continue to be) owned exclusively by Descartes or Others, and is protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights, and the copying, redistribution, use or publication by you of any such Content or any part of the Site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your Site Use.

#### 4. RESTRICTIONS ON USE

a. Prohibited Acts. Concerning your Site Use or any Content, you agree not to knowingly: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site; (ii) post or transmit to the Site any unlawful, fraudulent, harassing, libelous, or obscene Information of any kind; (iii) post or send to the Site any Information that contains a virus, bug, or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); (v) post or transmit into or on the Site any Information in violation of another party's copyright or intellectual property rights; (vi) take any action which imposes an unreasonable or disproportionately large load on Descartes' infrastructure; (vii) redeliver any of the Content using "framing", hyperlinks, or other technology without Descartes' express written permission; or, (viii) use any device or technology to provide repeated automated attempts to access password-protected portions of the Site.

b. Right to Regulate. You acknowledge that Descartes has the right, but no obligation, to monitor

the Site and to disclose any Information necessary to operate the Site, to protect Descartes', Others, and Descartes' customers, and to comply with legal obligations or governmental requests. Descartes reserves the right to refuse to post or to remove any Information on the Site, in whole or in part, for any reason.

c. Law Compliance. You agree to comply with all governmental laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding your Site Use.

d. Use by Minors. Minors are not authorized to use this site.

## 5. YOUR SITE USE ACTIVITIES

**Password-Protected Areas.** If you are allowed access to password-protected areas of the Site, you agree to keep your password confidential, to send Notice to Descartes within 24 hours if your password is compromised. You acknowledge that Descartes neither endorses nor is affiliated with any Linked-Site and is not responsible for any information that appears on the Linked-Site. You acknowledge that (i) the internet is a network of computers worldwide, and that any Information submitted by you to Descartes necessarily is routed via third party computers to Descartes, (ii) Descartes is not responsible for lapses in online security and does not assume liability for improper use of your Information by a third party.

## 6. SUBMISSIONS OF INFORMATION BY YOU

**Grant of License to Descartes.** If you submit Information to the Site, you grant Descartes a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the submitted Information. No Information you submit shall be deemed confidential. However, Descartes agrees to use your Information in accordance with Descartes' Privacy Policy applicable to personally identifiable user data. **YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO DESCARTES.**

## 7. APPLICABILITY & COOPERATION

Descartes reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it so desires, or as required by law. Descartes in its sole discretion may add, delete or change the Content at any time, without notice to you.

## 8. RESTRICTED RIGHTS & EXPORT CONTROLS

**Government Use.** The software and documentation available on the Site are "commercial items," as that term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and related documentation, as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. government end users acquire the software and documentation with only those rights set forth herein. You acknowledge and agree to comply with all U.S. laws, regulations and requirements applicable to the export of U.S. origin products and technology.

## 9. LIMITED WARRANTY AND DISCLAIMER

a. **DISCLAIMER OF WARRANTY.** DESCARTES AND ALL CONTENT PROVIDERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT HEREON. THIS SITE, AND ACCESS TO ANY LINKED-SITE, IS PROVIDED TO YOU BY ALL CONTENT PROVIDERS "AS IS" AND "AS AVAILABLE", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. YOU HEREBY DISCLAIM ALL WARRANTIES BY DESCARTES RELATING TO YOUR SITE USE. YOU ACKNOWLEDGE THAT YOUR ACCESS TO THE SITE WILL NOT BE FREE OF

INTERRUPTIONS, THAT THE INFORMATION HEREIN MAY CONTAIN BUGS, ERRORS, TECHNICAL INACCURACIES, PROBLEMS OR OTHER LIMITATIONS, AND THAT THE SITE MAY BE UNAVAILABLE FROM TIME TO TIME. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR SITE USE AND SITE-RELATED SERVICES.

b. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY OF THE CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

#### 10. CONTACTING DESCARTES.

Should you desire to contact Descartes, you may do so at: The Descartes Systems Group Inc., 120 Randall Drive, Waterloo, Ontario, Canada N2V 1C6. Phone: (519) 746-8110. Email. [webmaster@descartes.com](mailto:webmaster@descartes.com)

#### 11. FORWARD-LOOKING STATEMENTS

This website contains forward-looking information within the meaning of applicable securities laws ("forward-looking statements"). These forward-looking statements involve known and unknown risks, uncertainties and other factors and assumptions that may cause the actual results, performance or achievements of Descartes, or developments in Descartes' business or industry, to differ materially from the anticipated results, performance or achievements or developments expressed or implied by such forward-looking statements. Such factors include, but are not limited to, the factors and assumptions discussed in the section entitled, "Certain Factors That May Affect Future Results" in documents filed with the Securities and Exchange Commission, the Ontario Securities Commission and other securities commissions across Canada, including Descartes most recently filed Annual Information Form and Annual Report on Form 40-F. If any such risks actually occur, they could materially adversely affect our business, financial condition or results of operations. In that case, the trading price of our common shares could decline, perhaps materially. Readers are cautioned not to place undue reliance upon any such forward-looking statements, which speak only as of the date originally made. Forward-looking statements are provided for the purpose of providing information about management's current expectations and plans relating to the future. Readers are cautioned that such information may not be appropriate for other purposes. We do not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in our expectations or any change in events, conditions or circumstances on which any such statement is based, except as required by law.

#### 12. MISCELLANEOUS

a. Location & Interpretation. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

b. Equitable Relief. You acknowledge that any breach by you of the provisions of the Agreement will cause irreparable damage to Descartes or Others and that a remedy at law will be inadequate.

Therefore, in addition to any and all other legal or equitable remedies, Descartes and Others will be entitled to injunctive relief for any breach of this Agreement.

c. Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. Complete Integration. This Agreement constitutes the entire agreement between you and Descartes pertaining to the subject matter hereof. You agree to review this Agreement prior to any Site Use, and each Site Use by you shall constitute and be deemed your unconditional acceptance of this Agreement. Descartes may prospectively modify this Agreement, by posting a revised Agreement on the Site.

e. Termination. Either Party, in its sole and absolute discretion, may terminate the Agreement at any time and for any reason (with or without cause), with or without notice. If the Agreement is terminated, you agree to cease all Site Use and, upon request by Descartes, to return all Information in your possession relating to the Site, and all copies thereof.

f. Survival of Certain Provisions. Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees.

g. Waiver. No delay or omission to exercise any right or remedy accruing to Descartes upon any breach or default by you shall constitute a waiver by Descartes of any breach or default.

h. Headings. All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement.

i. No Agency. You and Descartes are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

j. Conflicts. If this Agreement conflicts with a provision of any other contract between you and Descartes relating to the Site, the provision in such other Agreement shall govern.

### 13. GLOSSARY

The following terms, when used in this Agreement, shall have the following meanings.

"Content". The term "Content" means all Information, data, or other material, in any form or media, contained in, obtained from, or relating to the Site, including all results obtained from the Site.

"Content Providers". The term "Content Providers" means both Descartes and Others.

"Information". The phrase "Information" includes all data, information, documents, files, personally-identifying information, and software disclosed by one party to the other in connection with the Site or your Site Use.

"Linked-Site". A "Linked-Site" means any Internet site (including all information, data, and content thereon) that is linked to the Site, but not owned by Descartes.

"Notice". The phrase "Notice" refers to the sending of Information by you to Descartes via certified

mail, return receipt requested, to Descartes at the address noted in section 10 above.

"Others". The terms "Others" means Descartes' direct or indirect licensors, Descartes' affiliates, or other contributors to the Site (other than Descartes).

"Privacy Policy". The phrase "Privacy Policy" refers to Descartes' official published privacy policy, describing Descartes' intended uses of your personally identifiable Information.

"Site". The term "Site" means any Descartes Internet site, page (and all sub-pages), uniform resource locator ("URL"), domain location, and all Information and Content thereon.

"Site Use". The term "Site Use" means your use of or access to the Site.