These Master Terms shall apply to any agreements (each, an "Agreement") between The Descartes Systems Group Inc. or one of its' Affiliates ("Descartes") and Customer (as such term is defined in an Agreement) that references these Master Terms and incorporates them by reference. By entering into an Agreement with Descartes, Customer acknowledges it has read and agreed to these Master Terms. Each Agreement that incorporates by reference these Master Terms shall be a separate and independent agreement from any other Agreement that incorporates by reference these Master Terms. In the event of any inconsistency between these Master Terms and the terms and conditions of any Agreement, the terms and conditions of the Agreement shall govern to the extent of that inconsistency.

1   SOFTWARE LICENSE TERMS

1.1   Terms of Licenses to Software. Any licenses to Software granted to Customer by Descartes in the Agreement shall, in addition to the terms and conditions of the Agreement, be subject to the following terms and conditions:

(a) The license shall be a world-wide, non-exclusive, non-transferable license for the Term of the Agreement for Customer to Use the Software for the Permitted Use.

(b) No license is given to the source code to the Software. Customer is prohibited from reverse engineering, disassembling or decompiling the Software or otherwise attempting to create or generate any source code version of any part of the Software, except as permitted by applicable law and to the extent that Descartes is not permitted by applicable law to exclude or limit such rights. Customer may not copy (except as permitted herein) modify, create derivative works from or merge the Software with or into other material to make an updated or different work.

(c) The license shall be for the Software as it exists at the Effective Date and for any new releases, modifications, improvements, enhancements, updates or other changes that Customer becomes entitled to pursuant to the provisions of the Software Maintenance Program. Descartes shall be under no obligation to develop new releases, modifications, improvements, enhancements, updates or other changes to the Software.

(d) Customer shall only Use the Software at Designated Sites or, during the period of an extraordinary disaster which renders it impossible to Use the Software from a Designated Site, then from a Disaster Recovery Site on a temporary basis as part of Customer's documented disaster recovery procedures until it is again possible to Use the Software from a Designated Site.

(e) Customer may make up to two (2) copies of the Software solely for archival and/or back-up purposes consistent with Customer's normal periodic back-up or disaster recovery procedures. Customer may not otherwise copy the Software except as permitted by applicable law.

(f) Customer shall be enrolled in and entitled to receive the Software Maintenance Services for Descartes Software upon payment of the fees, and pursuant to the terms and conditions, set out in the Software Maintenance Program.

(g) If Customer breaches this Agreement by Using the Software beyond the Permitted Use, then Customer shall pay to Descartes on demand any amounts required to bring Customer's Use of the Software into compliance with the Permitted Use, as determined with reference to Descartes' published commercial price list for the Software. This remedy shall be in addition to, and not in lieu of, any other right or remedy that Descartes may have pursuant to the Agreement with respect to such a breach of the Agreement by Customer.

1.2   Licenses to Third Party Software. In addition to the terms and conditions of the Agreement and the other terms and conditions herein, any licenses to Third Party Software granted to Customer under the Agreement shall be subject to the Third Party Software Terms. Descartes represents and warrants that it has sufficient rights to grant Customer the license to the Third Party Software.

2   DESCARTES GLOBAL LOGISTICS NETWORK SERVICES

2.1   Terms of Descartes Global Logistics Network ("GLN") Services. All GLN Services that Descartes agrees to provide and Customer agrees to subscribe for in an Agreement shall, in addition to the terms and conditions of the Agreement, be subject to the following terms and conditions:

(a) Descartes shall provide the GLN Services to Customer during the Term of the Agreement at the service levels described in the Agreement.

(b) Customer shall be authorized solely to Use the GLN Services for the Permitted Use.

(c) No license is given to any of the underlying software used by Descartes as part of the Descartes GLN to provide the GLN Services to Customer. Customer is solely authorized to access the Descartes GLN via an Internet browser or through such other connections that conform to Descartes' then applicable hardware, software and communication specifications for the Descartes GLN. Customer must adhere to all such specifications in configuring such connections to properly function with the Descartes GLN. Customer may request that Descartes assist in such configuration efforts, subject to payment by Customer for any such services provided by Descartes. Descartes is in no way responsible or liable for the provision or cost of such connections or any related hardware or software to facilitate the connections or for the ability or inability of such connections to properly function or perform on behalf of Customer.

(d) Descartes may, but shall be under no obligation to, modify the GLN Services, provided such modification does not have a material adverse effect on the scope and nature of the GLN Services as of the Effective Date.

3   PERMITTED USERS

3.1   Permitted Users of Software and GLN Services. The Agreement shall identify those Permitted Users who are authorized to Use the Software or GLN Services. Customer agrees that it is responsible for all Permitted Users who Use the Software or GLN Services. Accordingly, the terms, conditions, restrictions and obligations of the Agreement (excluding Customer's payment obligation to Descartes) shall be construed to also apply to all Permitted Users, and Customer shall be liable for any breach of the Agreement by a Permitted User.

4   SERVICES

4.1   Services. Descartes shall perform all Professional Services that Descartes agrees to provide in an Agreement for the fees specified therein and in a professional and workmanlike manner by personnel having a level of skill commensurate with their responsibilities.

5 FEES AND PAYMENT

5.1 Fees. The following terms and conditions shall apply in respect of payment of Fees by Customer:

(a) Customer shall pay Descartes the Fees in the amounts and on such terms as set out in the Agreement.

(b) Unless otherwise expressly provided in the Agreement, all Fees are expressed in United States Dollars ($USD).

(c) At Descartes' option, Descartes may assess a late payment fee equal to one and one half per cent (1.5%) of the unpaid amount for each succeeding thirty (30) day period or portion thereof in which Descartes has not received payment from Customer of Fees when due.

(d) At Descartes' option, Descartes may suspend provision of any Services, in the event Descartes has not received payment of Fees from Customer when due.

(e) A failure by Customer to pay Fees when due shall be deemed to be a material breach of the Agreement.

(f) All Fees payable to Descartes are exclusive of any taxes, assessments or duties that may be assessed upon the Software or any licenses under the Agreement, including, without limitation, sales, use, excise, value added, personal property, electronic/internet commerce, export, import and withholding taxes, but not including taxes based upon Descartes' income. Customer shall directly pay any such taxes assessed against it, including without limitation all taxes that arise out of transactions completed by Customer using the Software. Customer shall promptly reimburse Descartes for any such taxes payable or collectable by Descartes. If any tax in the nature of withholding tax is payable on any sums payable to Descartes under this Agreement, Customer shall pay Descartes such amount as is necessary to ensure that the net amount received by Descartes after such withholding shall be equal to the amount originally due.

6 OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Ownership. Descartes and its licensors shall have and retain all right, title and interest, including any copyrights, patents, trade secrets, moral rights and other Intellectual Property Rights in and to any Software licensed under an Agreement, and any software, documentation, processes or methodology produced or used by Descartes in the performance of Services pursuant to the Agreement, including, without limitation, any modifications, changes or additions to the Software. To the extent of any interest of Customer therein (including, to the extent that any Services performed by Descartes may constitute a "work made for hire"), Customer irrevocably agrees to assign and, upon its creation, automatically assigns to Descartes the ownership of such Intellectual Property Rights absolutely and without the necessity of any additional consideration. Customer agrees to do and perform such other acts and things and to execute and file such other agreements, documents, certificates or instruments as may be considered necessary or advisable by Descartes in order to carry out the intent of this provision and should Customer be unable or unwilling to do so, Customer irrevocably appoints Descartes and its duly authorized officers as Customer's agent and attorney to do all such acts and things and to execute and file all such aforementioned documents.

6.2 License to Created Works. To the extent that any software, process, methodology or documentation is created or produced in connection with the performance of Professional Services relating to Software, then upon payment by Customer to Descartes of all amounts owing in respect of performance of those Professional Services, Customer shall be automatically granted a license under the Agreement to such software, process, methodology or documentation subject to any restrictions on use of the Software that are set

our in the Agreement under which the Software was originally licensed to Customer.

6.3 No Pledge. Customer shall not pledge the Software as collateral or otherwise, and shall not encumber the Software with any lien or security interest other than that of Descartes.

6.4 No Sale. Notwithstanding any use of the terms "sale" or "purchase" herein, in the Agreement or in any Documentation, Customer acknowledges that Descartes solely licenses the Software to Customer and that there is no transfer of ownership to Customer of such Software or any underlying Intellectual Property Rights therein.

7 INDEMNIFICATION

7.1 Descartes Indemnification. Subject to the Indemnification Procedure, Descartes shall defend Customer, at Descartes' expense, from and against any claim brought by a third party alleging that any Descartes Software licensed to Customer or any GLN Services provided by Descartes to Customer under the Agreement infringe any (i) European Union, United States or Canadian patent issued as of the Effective Date, (ii) European Union, United States or Canadian trademark issued as of the Effective Date, (iii) copyright, or (iv) trade secret, and shall indemnify Customer against all damages and costs assessed against Customer that are payable as part of a final judgment or settlement. Should the Descartes Software licensed to Customer or the GLN Services provided by Descartes to Customer under the Agreement become, or in Descartes' opinion be likely to become, the subject of a claim of infringement, Descartes may, at its sole option and/or election use reasonable commercial efforts to (a) obtain for Customer the right to continue using the Descartes Software or GLN Services pursuant to the terms and conditions of the Agreement, or (b) replace or modify the Descartes Software or GLN Services so that they become non-infringing but functionally equivalent. The indemnification obligation shall not apply to any claim arising out of (i) the combination of the Descartes Software or GLN Services with other products not claimed to be owned, developed or deployed by or on behalf of Descartes, (ii) the modification of the Descartes Software or GLN Services, or any part thereof, unless such modification was made by or for Descartes, (iii) unauthorized use of the Descartes Software or GLN Services, or (iv) any infringement caused by any action of Customer. THIS INDEMNIFICATION PROVISION STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF DESCARTES, AND ITS LICENSORS TO CUSTOMER AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7.2 Customer Indemnification. Subject to the Indemnification Procedure, Customer shall defend, indemnify and hold Descartes and Descartes' officers, directors, employees, agents and shareholders harmless against any liability, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) from any third party claims brought against Descartes arising out of (i) Use of the Software or GLN Services by Customer or a Permitted User, (ii) misuse of Passcodes or distribution of Passcodes by Customer to anyone other than Permitted Users, (iii) any contract concluded by Customer using the Software or GLN Services, or (iv) any Services provided by Descartes to Customer; provided that this indemnification shall not apply in respect of those matters for which Descartes may have an indemnification obligation under the Agreement.

8 DISCLAIMER OF WARRANTIES

8.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, DESCARTES AND DESCARTES LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS

OR IMPLIED, WITH RESPECT TO ANY SOFTWARE OR SERVICES THAT MAY BE DELIVERED AS PART OF THE AGREEMENT OR OTHERWISE, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DESCARTES SPECIFICALLY DISCLAIMS ANY COLLATERAL WARRANTIES AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DESCARTES DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR GLN SERVICES WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR ERRORS OR THAT THE SOFTWARE OR SERVICES ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS.

8.2 **GLN Services and Data Providers.** Some GLN Services are designed to use specific data and information from Data Providers. Descartes has no contractual relationship with the Data Providers regarding Customer's use of the GLN Services. Accordingly, Customer shall be solely responsible to obligate the Data Providers to (i) provide such data and information to Descartes, either directly or indirectly via a third party; (ii) provide Descartes with all applicable rights necessary for Descartes to perform its obligations under the Agreement, including, without limitation, rights to such data and information; and (iii) to maintain, verify and update such data and information (or to cause the Data Providers to do so), including without limitation the truth, accuracy, recency and completeness of such data and information. Customer shall also be solely responsible to (i) obtain the necessary license and access rights on behalf of Descartes to allow the Descartes GLN to send information and data to the Data Providers on behalf of Customer; and (ii) verify and ensure that Data Provider's computer systems and networks are compatible with the Descartes GLN to allow the Descartes GLN to send information and data to Data Providers on behalf of Customer. Descartes is in no way obligated to make any information or data from any Data Provider available through the GLN Services or to provide any information or data from the Descartes GLN to any Data Provider unless and until the applicable Data Provider complies with Descartes' requirements for the provision of such information or data to Descartes (or receipt of such information or data from Descartes, as the case may be), including without limitation any file formatting, data array, security or other requirements.

9 **LIMITATION OF LIABILITY**

9.1 **AGGREGATE LIABILITY.** CUSTOMER AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LIABILITY ON THE PART OF DESCARTES UNDER THIS AGREEMENT (INCLUDING FOR BREACH OF ANY PROVISION OF THE AGREEMENT, FUNDAMENTAL BREACH OR ANY OTHER BREACH GIVING RISE TO LIABILITY OR ARISING OUT OF OR RELATED TO THE AGREEMENT, SOFTWARE OR SERVICES IN ANY OTHER WAY), FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES PAID TO DESCARTES BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

9.2 **CONSEQUENTIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DESCARTES OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS LICENSORS OR ANY OTHER PERSON, FIRM, CORPORATION OR ENTITY FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS OR COMPUTER MALFUNCTION, OR ANY DAMAGES IN THE NATURE OF LOST OPPORTUNITY COSTS OR COSTS FOR PROCUREMENT OF AN ALTERNATIVE TO THE SOFTWARE OR SERVICES PROVIDED UNDER THE AGREEMENT, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR OTHERWISE, EVEN IF DESCARTES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT IN NO EVENT WILL DESCARTES' DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, ORDINARY, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF THE AGREEMENT. DESCARTES SHALL NOT HAVE ANY LIABILITY REGARDING DELIVERY OR FAILURE OF DELIVERY OF ANY PACKAGE OR FREIGHT, EITHER BY OR TO CUSTOMER, OR IN RESPECT OF DELIVERIES FACILITATED BY CUSTOMER, REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGE.

9.3 **EXCLUSION FROM LIMITATION OF LIABILITY.** NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THE AGREEMENT SHALL LIMIT DESCARTES' LIABILITY FOR DAMAGES TO CUSTOMER FOR DEATH OR PERSONAL INJURY RESULTING SOLELY FROM DESCARTES' WIFLFUL ACTIONS OR DESCARTES' GROSS NEGLIGENCE.

9.4 **TIME FOR COMMENCEMENT OF ACTION.** NO ACTION AGAINST DESCARTES OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS, REGARDLESS OF FORM (INCLUDING NEGLIGENCE), ARISING OUT OF ANY CLAIMED BREACH OF THE AGREEMENT OR TRANSACTIONS UNDER THE AGREEMENT OR IN ANY OTHER WAY RELATED TO THE AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS FIRST ARISEN.

10 **CONFIDENTIALITY**

10.1 **Discloser, Recipient.** In the performance of the Agreement, each party may disclose to the other party certain Confidential Information. For the purposes of the Agreement, (i) "Discloser" means the party that is providing Confidential Information to the other party to the Agreement; and (ii) "Recipient" means the party that is receiving Confidential Information from the other party to the Agreement.

10.2 **Non-Disclosure.** Recipient acknowledges and agrees that the Confidential Information provided by Discloser shall remain the sole and exclusive property of Discloser or the third party providing such information to Discloser. Recipient shall not disclose, reproduce, use, distribute, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Confidential Information provided by Discloser, except as may reasonably be required pursuant to, or for performance of, the Agreement. The disclosure of such Confidential Information to Recipient does not confer upon Recipient any license, interest, or rights of any kind in or to the Confidential Information, except as expressly provided under the Agreement. Recipient shall require its employees receiving the Confidential Information provided by Discloser to abide by these confidentiality restrictions and Recipient

shall only allow Recipient's independent contractors to receive Confidential Information of Discloser if such contractors have executed a nondisclosure agreement with restrictions no less protective of the Confidential Information than those contained in herein. Subject to the terms set forth herein, Recipient shall protect the Confidential Information provided by Discloser with the same degree of protection and care Recipient uses to protect its own Confidential Information, but in no event less than reasonable protection in light of general industry practice.

10.3 Exceptions to Non-Disclosure. Nothing in the Agreement shall prohibit or limit Recipient's disclosure or use of information if Recipient can establish that (i) at the time of disclosure such information was generally available to the public; (ii) after disclosure by Discloser and prior to any disclosure by Recipient, such information becomes generally available to the public, except through breach of the Agreement by Recipient; (iii) such information was in Recipient's possession prior to the time of disclosure by Discloser and was not acquired directly or indirectly from Discloser; (iv) the information became available to Recipient from a third party who, to the knowledge of Recipient, does not owe a confidentiality obligation to Discloser; (v) the information was developed by or for Recipient independently of the disclosure of such information by Discloser; (vi) the Confidential Information is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, provided that, with respect to item (vi), Recipient shall first notify Discloser prior to disclosure in order to give Discloser an opportunity to seek an appropriate protective order and/or waive compliance with the terms of the Agreement and shall disclose only that part of the Confidential Information which Recipient is required to disclose or (vii) the information relates to the tax treatment or the tax structure of the transactions contemplated herein, where "the tax treatment or the tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transaction and does not include information relating to the identity of the parties..

10.4 Passcodes. In the event that a Permitted User's access to Software or GLN Services requires the Permitted User to use Passcodes, then Descartes shall issue such Passcodes to a designated employee of Customer (an "Administrative User") and/or authorize such Administrative User to issue or create Passcodes for Permitted Users. The Administrative User shall be responsible for managing and distributing the Passcodes to Permitted Users. The Administrative User shall only provide the Passcodes to Permitted Users. Customer acknowledges that Descartes relies solely on the ability of Permitted Users to enter the correct Passcodes to validate that such person has the authority to use the Software or GLN Services. Customer shall be solely responsible and liable for issuing, administering and ensuring that proper security methods are in effect with respect to protection of each of the Passcodes provided to Permitted Users and, therefore, Customer shall be responsible for all actions through the Software and/or GLN Services that occur through access to or Use of the Software and/or GLN Services using Passcodes issued through Customer's Administrative User.

11   TERM AND TERMINATION

11.1 Term. The Agreement shall be in force for the Term unless earlier terminated as provided by the Agreement.

11.2 Termination by Either Party. The Agreement may be terminated by a non-breaching party in the following circumstances:

  (a) if the other party commits a material breach of the Agreement (including, without limitation, the failure to pay any Fees due to Descartes in accordance with the

Agreement) and such breach remains uncured thirty (30) days after written notice of such breach is delivered to such other party; and

  (b) immediately upon material breach by either party of any obligations set forth in section 10 (Confidentiality);

11.3 Termination by Descartes. Descartes may terminate the Agreement immediately upon a material breach by Customer of either section 1 (License) or section 6 (Ownership). Descartes may terminate the Agreement on sixty (60) days notice in the event that Descartes discontinues the GLN Services provided thereunder for all customers to whom Descartes provides such GLN Service.

11.4 Consequences of Termination. Upon and after expiration or termination of the Agreement, all licenses to Software granted by Descartes under the Agreement and Customer's right to receive Services pursuant to the Agreement shall immediately terminate and Customer shall immediately cease the Use of the Software and GLN Services. Customer shall immediately return to Descartes or, if Descartes so requests in writing, destroy all Descartes property provided to Customer, including, but not limited to, all copies of the Software. Within thirty (30) days after the date of any termination or expiration of the Agreement, Customer shall provide Descartes with a signed written statement by an officer of Customer certifying that Customer has returned to Descartes and/or destroyed all such items in accordance with Descartes' instructions.

11.5 Survival. Notwithstanding the foregoing and any expiration or termination of the Agreement, in addition to any provisions in the Agreement which are expressly stated to survive termination, the following provisions of the Master Terms shall survive such expiration or termination: sections 5, 6, 7, 8, 9, 10, 11.5, 12, 13 and 14.

12   MISCELLANEOUS

12.1 Audit. Customer shall, upon reasonable advance written notice and during normal business hours, provide access and allow Descartes to inspect Customer's books, records and computer system in order to confirm Customer's compliance with the Agreement.

12.2 Collection Expenses. Customer agrees to reimburse Descartes for any and all collection related expenses incurred by Descartes in the collection of any amounts owed to Descartes pursuant to the Agreement.

12.3 Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the parties to the Agreement, and their respective successors and permitted assigns.

12.4 Entire Agreement. The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior proposals, agreements and understandings between the parties, whether oral or written, with respect to the subject matter. Unless made in writing and executed by duly authorized representatives of all parties to the Agreement, no amendments or modifications to the Agreement shall be binding. The terms of any purchase order or other document submitted by Customer to Descartes from time to time shall be of no force or effect to the extent that they are inconsistent with the terms of the Agreement.

12.5 Appendices. Any appendices, attachments and schedules referred to in the Master Terms and the Agreement and attached hereto or thereto are incorporated herein or into the Agreement by reference to the same extent as if set forth in full in the Agreement. In the event of any inconsistency between any appendix, attachment or schedule and the main body of the Agreement, the terms and conditions of the main body of the Agreement shall prevail unless otherwise expressly provided to the contrary in such appendix, attachment or schedule or in these Master Terms.

12.6 Construction. Each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of the Agreement in that or other jurisdictions which provisions shall continue in full force and effect.

12.7 Waiver. Neither party hereto shall, by mere lapse of time without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any provision of the Agreement. Failure by either party to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term in the Agreement.

12.8 Multiple Counterparts. The Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

12.9 Execution by Facsimile and Transmissions in PDF & Other Document-Scanning Programs. Execution and delivery of a facsimile transmission of the Agreement or execution and delivery of this Agreement in a pdf document or a document in another document-scanning program shall constitute, for purposes of the Agreement, delivery of an executed original and shall be binding upon the party whose signature appears on the transmitted copy. Any party so executing the Agreement hereby undertakes to originally-execute and deliver to the other party hereto a copy of the Agreement as soon as possible after execution by facsimile and execution and transmission in pfd & other document-scanning programs.

12.10 Compliance With Law. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to its performance under the Agreement.

12.11 Notice. Any notices, demands and other communications pursuant to the Agreement shall be in writing and shall be delivered in person, mailed by first class mail, postage prepaid (registered or certified to the extent available, and airmail if overseas), couriered overnight, or sent by telecopy to the party to receive the notice at the applicable address, set out on in the Agreement or at such other address as may be designated in writing by the receiving party. All such notices shall be effective upon receipt.

12.12 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for interim or interlocutory relief or other provisional remedy to prevent irreparable harm pending final determination or to pursue a claim for infringement of any intellectual property right, any dispute or controversy between the parties arising out of or relating to the Agreement (each, a "Dispute") shall be resolved by good faith negotiations between the parties which negotiations shall not terminate until the Dispute has been considered by a senior officer of each party.

12.13 Third Party Beneficiaries. Customer acknowledges that the Software may contain software, computer programs and/or proprietary data of the Third Party Licensors. In addition to any other limitations or restrictions set out in the Agreement, the Third Party Licensors shall not be liable for any damages, whether direct, indirect, incidental or consequential arising from the Use of the Software. Customer agrees that prior to delivery of any of the Third Party Software, Customer shall enter into any further necessary agreements which may be required by a Third Party Licensor and Customer specifically acknowledges that the Third Party Licensors shall be third party beneficiaries of the Agreement. Except for such Third Party Licensors, no provision of the Agreement shall be construed to provide or create any third party beneficiary right or any other right of any kind in a third party.

12.14 Export. Customer agrees to comply with all domestic, foreign and local export laws and regulations applicable to the GLN Services and Software should such export be permitted under the Agreement.

12.15 Government Departments. In the event that Customer is a governmental entity, only those departments or agencies listed in the Agreement shall have the right to use the Software and Documentation. Governmental departments or agencies not listed must have a separate license agreement and pay additional license fees.

12.16 Assignment. Customer may not, without the prior written consent of Descartes, assign or transfer the Agreement or any obligation incurred hereunder, including without limitation by change of effective voting control of Customer, merger, reorganization, consolidation, or sale of all or substantially all of Customer's assets and any attempt to do so in contravention of this section shall be void and of no force and effect.

12.17 Acknowledgment. Customer publications in which the Descartes Software or GLN Services are implicitly or explicitly mentioned shall include an acknowledgment that the Descartes Software or GLN Services "is a proprietary software product of The Descartes Systems Group Inc. or its Subsidiaries". In addition, Customer agrees to provide Descartes with a copy of the proposed publication not less than 10 days prior to the publication thereof.

12.18 Announcements. Upon signing of the Agreement, Customer consents to being publicly identified by Descartes as a customer of the products and services provided by Descartes pursuant to the Agreement.

12.19 Governing Law. Unless expressly agreed to the contrary in an Agreement, the Agreement shall be governed by and construed under the laws of the jurisdiction of incorporation of the Descartes entity providing services or the license to the Customer, without reference to its conflicts of law principles and the parties hereby submit to the sole and exclusive jurisdiction of the courts of that jurisdiction. If the Agreement is silent or ambiguous, the applicable jurisdiction shall be the province of Ontario, Canada. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

12.20 Further Assurances. The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated in the Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

12.21 English Language Provision. The parties acknowledge having required that the Agreement and all documents, notices and judicial proceedings entered into, given or instituted pursuant thereto, or relating directly or indirectly thereto, be drawn up in English.

12.22 Force Majeure. "Force Majeure" means an act of God, war, natural disaster, governmental regulations, communication or utility failures or casualties. A party (the "Claiming Party") will not be in breach of this Agreement or otherwise liable to the other party (the "Non-claiming Party") for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to Force Majeure. This clause only applies if (i) the Claiming Party could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought reasonably to have taken but did not take; and (ii) to the Claiming Party has used reasonable endeavours to mitigate the effect of the Force Majeure and to carry out its

obligations under this Agreement in any other way that is reasonably practicable. The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to Force Majeure. If the Force Majeure in question prevails for a continuous period in excess of three (3) months after the date on which the Force Majeure begins, the Non-claiming Party shall be entitled to give notice to the Claiming Party to terminate this agreement. The notice to terminate must specify the termination date, which must be not less than thirty (30) clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the agreement will terminate on the termination date set out in the notice.

12.23 No Agency. Nothing in the Agreement shall constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.24 Descartes is a Non-Party. All transactions concluded through Use of the Software or GLN Services by Customer shall be between the Customer and the other parties to that transaction pursuant to the terms and conditions agreed upon by the Customer and those parties. Descartes shall not be a party to any transaction or contract concluded through Use of the Software or GLN Services.

12.25 Right to Assurance. Descartes reserves the right to review the creditworthiness of Customer through available and reliable verification procedures or sources and Customer hereby consents to Descartes obtaining such information. Descartes reserves the right, in its sole discretion, to require a deposit, letter of credit or similar surety, as a condition to the initial provision of the Services and/or the Software. Furthermore, Descartes may require a deposit, letter of credit or similar surety as a condition of continued provision of Services and/or the Software or decline to accept any requests to provide additional and/or new Services and/or the Software if: (a) Customer fails to comply with the payment terms of these Master Terms and/or any Agreement (b) Customer presents an undue risk of non-payment; (c) Customer experiences a material adverse change in its creditworthiness or financial position; (d) Customer is acquired by an entity who is insolvent; or (e) Customer is subject to bankruptcy or has filed for bankruptcy or insolvency proceedings.

13   INDEMNIFICATION PROCEDURE

13.1 Notice of Indemnification. A party seeking indemnification pursuant to the Agreement (an "Indemnified Party") from or against the assertion of any claim by a third person (a "Third Person Assertion") shall give prompt notice (a "Notice of Claim") to the party from whom indemnification is sought (the "Indemnifying Party"); provided, however, that failure to give prompt notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure).

13.2 Assumption of Defense. Within twenty (20) business days of receipt of a Notice of Claim from the Indemnified Party, the Indemnifying Party shall have the right exercisable by written notice to the Indemnified Party, to assume the defense of a Third Person Assertion. If the Indemnifying Party assumes such defense, the Indemnifying Party may select counsel, which shall be reasonably acceptable to the Indemnified Party.

13.3 Failure to Defend. If the Indemnifying Party (a) does not, within the time limited, assume the defense of any Third Person Assertion after receipt of a Notice of Claim or (b) having so assumed such defense, unreasonably fails to defend against such Third Person Assertion, then, upon twenty (20) days' written notice to the Indemnifying Party, the Indemnified Party may assume the defense of such Third Person Assertion. In such event, the Indemnified Party shall be entitled as part of its damages to indemnification for the costs of such defense.

13.4 Conflicts of Interest. If the Indemnifying Party has been advised by the written opinion of counsel to the Indemnified Party that the use of the same counsel to represent both the Indemnified Party and the Indemnifying Party would present a conflict of interest, then the Indemnified Party may select its own counsel to represent the Indemnified Party in the defense of the matter and the costs of such defense shall be borne by the Indemnifying Party. The Indemnifying Party shall be entitled to continue to handle its own representation in such matter through its own counsel.

13.5 Settlement. The party controlling the defense of a Third Person Assertion shall have the right to consent to the entry of judgment with respect to, or otherwise settle, such Third Person Assertion with the prior written consent of the other party, which consent shall not be unreasonably withheld.

13.6 Participation. Notwithstanding the assumption of the defense of a Third Person Assertion by either party in accordance with the Agreement, the other party shall agree to cooperate, as necessary, in the defense or prosecution of any Third Party Assertion and shall be entitled to participate, at its own expense, in the defense or settlement of any Third Person Assertion.

14   DEFINITIONS

14.1 "**Affiliate**" of a party shall mean any corporation that (a) is controlled, either directly or indirectly, by a party; (b) is under common voting control, either directly or indirectly, with the party; or (c) that controls the party; as the case may be. For the purposes of this definition "control" means the ability to vote greater than fifty percent (50%) of the outstanding voting securities in such corporation.

14.2 "**Confidential Information**" means any information disclosed by a party hereunder to another party hereunder relating to an Agreement or a proposed amendment to an Agreement which consists of information (including any copies, extracts, summaries or adaptations of such information), regardless of the form of its disclosure, that, by its nature or by the circumstances in which it is disclosed, ought reasonably be considered to be confidential. For greater certainty, the Descartes Software and Documentation as well as the service levels, specifications, performance restrictions and data configuration requirements of the GLN Services, the results of any tests run on the Descartes Software or GLN Services and any pricing for Descartes' products and/or Services shall be deemed to be Confidential Information of Descartes.

14.3 "**Data Providers**" means third party data providers of Customer, including shippers, carriers, suppliers of Customer, customers of Customer, freight forwarders, third party logistics providers and fourth party logistic providers.

14.4 "**Descartes GLN**" means the physical hardware architecture and communication infrastructure operated by Descartes over which Descartes makes its network-based services generally commercially available, including the operating system, system and network interfaces, internal network, databases, disk storage, central applications, engines, warehouses and internal communications backbone.

14.5 "**Descartes Software**" means software in Object Code form that is identified in the Agreement as "Descartes Software", not including Third Party Software.

14.6 "**Designated Sites**" means the facility or facilities of Customer at which the Software may be installed that are identified in the Agreement as "Designated Sites" or as are subsequently designated in writing by written agreement of Descartes and Customer.

14.7 "**Disaster Recovery Sites**" means the facility or facilities of Customer at which the Software may be installed for temporary Use as part of Customer's documented disaster recovery procedures, that are identified in the Agreement as "Disaster Recovery Sites" or as are subsequently designated in writing by written agreement of Descartes and Customer.

14.8 "**Documentation**" means any end-user instructional or supplementary materials related to the Descartes Software and or GLN Services, in human or machine readable form, that are provided by Descartes to Customer with the Descartes Software, but only to the extent that Descartes, in its sole discretion, makes such materials generally available for commercial distribution.

14.9 "**Effective Date**" means the date that the Agreement becomes effective, as identified in the Agreement and, in the absence of a specific effective date being so set out, the date of signature of the Agreement by Descartes.

14.10 "**Fees**" means the amounts to be paid by Customer to Descartes pursuant to the Agreement.

14.11 "**Indemnification Procedure**" means the procedure set out in section 13 of the Master Terms.

14.12 "**Intellectual Property Rights**" means patent and other patent rights (including patent disclosures and applications and patent divisions, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof), copyrights, and other rights in works of authorship (including registered and unregistered copyrights and unpublished works of authorship), trade secrets, and all other forms of Intellectual Property in existence on the Effective Date.

14.13 "**License Fees**" means those Fees identified in the Agreement as payable by Customer in respect of any license granted by Descartes thereunder to Software or for Use of the GLN Services.

14.14 "**Maintenance Fees**" means those Fees identified in the Agreement as payable in respect of Customer's enrollment in the SMP for Descartes Software.

14.15 "**GLN Services**" means those network-based services provided over the Descartes GLN and identified as "GLN Services" in the Agreement.

14.16 "**Object Code**" means computer programs assembled or compiled in magnetic or electronic binary form, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse engineering.

14.17 "**Passcodes**" means login identifications and passwords that are required to input by the Customer or a Permitted User to access the Software or GLN Services.

14.18 "**Permitted Use**" means Use for internal business in accordance with and subject to the Scope of Use and Documentation. Except as expressly provided the Agreement, "Permitted Use" does not include redistribution, remarketing, loaning, renting, sublicensing or otherwise making any Software or GLN Services available or accessible to any third party.

14.19 "**Permitted User**" means those individuals or classes of individuals identified in an Agreement whom Customer may authorize to Use the Software or GLN Service.

14.20 "**Professional Services**" means those services that Descartes has expressly agreed in the Agreement to provide to Customer, which may include consulting services, training services or implementation services and Software Maintenance Services, but which shall not include GLN Services.

14.21 "**Scope of Use**" means the scope for which the Software or GLN Services can be Used, including restrictions on such Use, as identified in the Agreement.

14.22 "**Services**" means Professional Services and/or GLN Services.

14.23 "**Software**" means both the Descartes Software and Third Party Software, including applicable Documentation.

14.24 "**Software Maintenance Program**" or "**SMP**" means the support and maintenance services, terms and conditions for the Descartes Software, as described in an Appendix to the Agreement.

14.25 "**Software Maintenance Services**" means the services provided by Descartes pursuant to the Software Maintenance Program.

14.26 "**Subscription Fees**" means recurring, periodic Fees payable by Customer for access to the GLN Services, as identified in the Agreement.

14.27 "**Term**" shall mean the period of time commencing on the Effective Date for which the Agreement is to be in force, as identified in the Agreement.

14.28 "**Third Party Licensors**" means those third parties who have granted to Descartes the right to sublicense certain rights in and to the Third Party Software.

14.29 "**Third Party Software**" means the software and data of a party other than Descartes that is provided in Object Code form and that is identified in the Agreement as "Third Party Software".

14.30 "**Third Party Software Terms**" means a Third Party Licensor's terms and conditions for Use of Third Party Software or, in the absence of the Third Party Licensor providing such terms and conditions, the terms and conditions attached as Appendix "A" to the Master Terms.

"**Use**" means to load, execute, employ, utilize, store or display. Use is deemed to occur where any such process occurs or at any computer terminal or workstation that initiates or is activated by any such process.

MASTER TERMS

APPENDIX A – THIRD PARTY SOFTWARE TERMS

The following special terms and conditions are applicable to any Third Party Software licensed in conjunction with the Software under the Agreement:

1. The Third Party Software is licensed as part of the Software and is the copyrighted and proprietary property of the applicable Third Party Licensor who has granted to Descartes the contractual right to grant sublicenses to Customer.

2. The license granted for the Third Party Software and its related documentation is perpetual, nonexclusive and nontransferable, and the granting of any further sublicense by Customer is prohibited.

3. Customer agrees not to modify, decompile, disassemble, or reverse engineer any portion of the Third Party Software, and Customer may make one (1) copy of the Third Party Software for archival or backup purposes only. Any such copy must display the copyright notice and information relating to proprietary rights as they appear on the original delivered copy of the Third Party Software including without limitation, any "limited rights" legend.

4. Third Party Software that is map data reflects conditions as they existed at various points in time before the licensing of the Software in which it is contained. Accordingly, such Third Party Software may contain inaccurate or incomplete data or information due to the passage of time, road construction, changing conditions, and otherwise.

5. Third Party Software that is map data is comprised of compilations of data and information from government and other sources which may contain errors and omissions. Accordingly, such Third Party Software may contain inaccurate or incomplete data and information due to the nature and processing of such sources.

6. Third Party Software that is map data does not include, analyze, process, consider or reflect any of the following categories of information:

    Neighborhood quality or safety; population density; availability or proximity of law enforcement, emergency, rescue, medical or other assistance; construction work, zones or hazard; road and lane closures; legal restrictions (such as vehicular type, weight, load, height and speed restrictions); road slope or grade; bridge height, width, weight or other limits; road, traffic or traffic facilities safety or conditions; weather conditions; pavement characteristics or conditions; special events; traffic congestion; or travel time.

7. Third Party Licensor has the right to enforce its ownership and proprietary rights in the Third Party Software as against Customer as if Third Party Licensor were a party to the Agreement under which the right of use is granted, including the right to preliminary and permanent injunctive relief.

8. Except to the extent the Third Party Software includes a written warranty in its packaging, neither Descartes nor the Third Party Licensor makes any warranties or representations, either express or implied, with respect to the Third Party Software or any service to be provided to Customer. Without limiting the foregoing, in respect of the Third Party Software, Descartes and the Third Party Licensor expressly disclaim any warranties of quality, performance, merchantability or fitness for a particular purpose or non-infringement, and those arising by statute or otherwise in law or from a course of dealing, usage or trade.