



# Mobile Application End User License Agreement

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This End-User License Agreement (“EULA”) governs your download, installation and use of the mobile application (“**Mobile App**”) provided by 4Front Engineered Solutions, Inc. (dba 4SIGHT Logistic Solutions, also referred to as “**4SIGHT**”), which will allow you to access the 4SIGHT Services (the “**Subscription Service**”) directly from your mobile device. Your use of the Subscription Service is subject to the Master Subscription Agreement between you and 4SIGHT governing such use (the “**Subscription Agreement**”). To the extent the Subscription Agreement conflicts with this EULA, the terms of this EULA will apply with respect to the Mobile App.

PLEASE READ THIS EULA CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE MOBILE APP. BY INSTALLING THE MOBILE APP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND THE [MASTER SUBSCRIPTION AGREEMENT](#). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA AND THE SUBSCRIPTION AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE MOBILE APP.

This EULA is a binding agreement between you and 4SIGHT, and not with Apple Inc. (for the iOS version of the Mobile App) nor Google LLC (for the Android version of the Mobile App). 4SIGHT, and not Apple Inc. or Google Inc., is solely responsible for the Mobile App and the content thereof.

**1. Consent to Electronic Communications.** You hereby consent to receive communications from 4SIGHT electronically (including via email and push notifications) containing information regarding the Subscription Service and the Mobile App, such as: (a) notices about your use of the Subscription Service and the Mobile App, including notices of violations of use; (b) updates to the Subscription Service and Mobile App and new features or products; and (c) promotional information and materials regarding 4SIGHT's products and services.

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version of the Mobile App (the "**Usage Rules**"). The terms of this license will govern any upgrades provided by 4SIGHT that replace or supplement the original Mobile App, unless an upgrade is accompanied by a separate license in which case the terms of that separate license will govern.

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**6. Privacy.** You agree that 4SIGHT may collect, use and share information about you including, but not limited to, information about your Device and your use of the Mobile App. For information about how 4SIGHT collects, uses and shares information about you, please refer to the [4SIGHT Privacy Policy](#).

**7. No Included Maintenance or Support.** 4SIGHT has no obligation whatsoever to furnish any support or maintenance services for the Mobile App. If 4SIGHT chooses to provide such services to you, it may terminate such services at any time without notice. If you have any questions regarding the Mobile App, please contact 4SIGHT at [info@4sightsolution.net](mailto:info@4sightsolution.net). Neither Apple, Inc. (for iOS Mobile App) nor Google LLC (for Android Mobile App) has any obligation to furnish any maintenance and/or support services in connection with the Mobile App.

**8. Product Claims.** 4SIGHT, not Apple Inc. or Google LLC, is responsible for addressing any questions, comments or claims relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to (a) product liability claims; (b) any claim that the Mobile App fails to conform to the applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. If you have any questions, please contact 4SIGHT at [info@4sightsolution.net](mailto:info@4sightsolution.net).

**9. Additional Terms.** The Mobile App may enable access to websites, mobile applications and other online products and services provided by 4SIGHT and third parties. Your access to and use of these websites, mobile applications or other online products and services may require your



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**10. No Warranty.** YOU ACKNOWLEDGE AND AGREE THAT (A) THE MOBILE APP MAY CONTAIN BUGS, ERRORS AND DEFECTS; (B) DOWNLOAD, INSTALLATION AND USE OF THE MOBILE APP IS AT YOUR SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ACCORDINGLY, YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK AND THE MOBILE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. 4SIGHT AND 4SIGHT PARTIES (DEFINED BELOW) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, REGARDING THE MOBILE APP AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 4SIGHT AND THE 4SIGHT PARTIES SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE MOBILE APP OR FOR ANY LOSS OF DATA. 4SIGHT AND THE 4SIGHT PARTIES DO NOT REPRESENT OR WARRANT THAT THE MOBILE APP WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (OR IN A SECURE MANNER OR THAT ANY OF THE FOREGOING WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 4SIGHT, THE 4SIGHT PARTIES OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. IN THE EVENT THAT THE MOBILE APP IS DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

10.1 iOS Application. APPLE, INC. HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MOBILE APP.

10.2 Android Application. GOOGLE LLC HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MOBILE APP. GOOGLE LLC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

The laws of some states or jurisdictions do not allow the exclusion of implied warranties. To the extent that those laws apply, the exclusions set forth above may not apply to you.

**11. Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless 4SIGHT and 4SIGHT’s past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent



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**12. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 4SIGHT OR ANY OF THE OTHER 4SIGHT CONNECT PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR DOWNLOAD, INSTALLATION OR USE OF THE MOBILE APP (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM 4SIGHT OR THE 4SIGHT PARTIES, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO 4SIGHT'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF 4SIGHT OR THE 4SIGHT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF 4SIGHT AND THE 4SIGHT PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO THE MOBILE APP EXCEED TEN DOLLARS (\$10.00).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**13. No Export.** You may not use or otherwise export or re-export the Mobile App or any content contained therein, except as authorized by United States law and the laws of the jurisdiction in which the Mobile App or any content was obtained. In particular, but without limitation, the Mobile App and the content contained therein may not be exported or re-exported to (a) any U.S.



embargoed countries; or (b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

**14. Legal Compliance.** You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will comply with all applicable laws, rules and regulations, including, but not limited to, U.S. export control laws.

**15. Governing Law.** This EULA shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law rules, and that all disputes arising out of or relating to this EULA are limited to the exclusive jurisdiction and venue of the state and federal courts located within Chicago, Illinois. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue.

**16. Commercial Items.** If acquired by any agency of the U.S. Government, such agency acknowledges that (a) the Mobile App constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable; and (b) such agency's rights are limited to those specifically granted under this EULA.

**17. Third Party Beneficiaries.** If you are using the iOS version of the Mobile App, Apple Inc. and Apple Inc.'s subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of this EULA, Apple Inc. will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof. If you are using the Android version of the Mobile App, Google LLC and Google LLC's subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of this EULA, Google LLC will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary thereof.

**18. Changes to this EULA.** 4SIGHT reserves the right to change or modify this EULA at any time and in its sole discretion. If 4SIGHT makes changes to this EULA, it will provide notice of such changes, such as by sending an email notification, providing notice through the Mobile App or updating the "Last Updated" date at the beginning of this EULA. By continuing to access or use the Mobile App after 4SIGHT's provision of such notice, you confirm your acceptance of the revised EULA and all of the terms incorporated herein by reference.

**19. Termination.** Notwithstanding anything contained in this EULA, 4SIGHT reserves the right, without notice and in our sole discretion, to suspend or terminate your access to the Mobile App and to block or prevent your future access to and use of the Mobile App. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Subscription Service.

**20. Severability.** If any term, clause or provision of this EULA is held invalid or unenforceable, then that term, clause or provision will be severable from this EULA and will not affect the



validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this EULA.

**21. Contact Information.** If you have any questions regarding this EULA, please contact 4SIGHT at the contact address provided in the Master Subscription Agreement.