

**DESCARTES ONLINE CUSTOMER AGREEMENT ("DOCA") v.20.0**

The specific terms of each online order made by you, on behalf of a company or other entity as its representative ("You" or "Your" or "Customer") via Your Descartes Store Account (each the "Order"), together with the terms and conditions of this Descartes Online Customer Agreement ("DOCA"), including the Applicable Terms and Conditions incorporated herein by reference (collectively the "Agreement"), contain the terms and conditions that govern your access to and use by You of the Descartes solutions identified in and purchased from us by You pursuant to the Order ("Descartes Solutions").

The Agreement comprises a contract between You and either, The Descartes Systems Group Inc., or one of its subsidiaries as identified in the invoice associated with the Order ("Descartes").

When You click the "I Accept" button or check box presented with this DOCA, as part of the Order process, You intend to be legally bound and agree to: (i) purchase the Descartes Solutions on the terms and conditions contained in the Agreement; and (ii) that as of the date of our email which will confirm the Order ("Order Completion Date"), the Agreement is a binding contract between You and Descartes.

- 1. DESCARTES SOLUTIONS & FEES.** For the Fees specified in the Order and subject to the terms of this Agreement, You agree to purchase, and Descartes agrees to provide, the Descartes Solutions set out in the Order.

**2. USAGE RIGHTS & SCOPE OF USE**

2.1 Usage Rights. Based on the "Solution Type" as specified in the Order for each product or service, Customer shall have the following usage rights, subject to the terms of this Agreement and any terms incorporated by reference into this Agreement:

- i. Products described as "Solution Type: Software" (hereafter "Software") are licensed to Customer on a term-based license only for the duration of this Agreement.
- ii. Products described as "Solution Type: GLN Service" (hereafter "GLN Services") are provided to Customer on a subscription basis only for the duration of this Agreement.
- iii. Products described as "Solution Type: Hardware" (hereafter "Hardware") are provided to Customer where title is transferred as provided under this Agreement.
- iv. Products without assigned Solution Type are provided on a one-time basis and deemed to be "Solution Type" Professional Services for the purposes of the Master Terms and require a valid subscription or license to a Descartes Solution and that Your account with Descartes be in good standing.

**3. APPLICABLE TERMS AND CONDITIONS**

3.1 The Descartes Solutions provided under this Agreement are subject to the following terms which are incorporated by reference into this Agreement:

- i. Version DSG20.2 of Descartes' master terms and conditions of service, available at [www.descartes.com/legal/customer-agreements/master-terms-DSG20](http://www.descartes.com/legal/customer-agreements/master-terms-DSG20) ("Master Terms").
- ii. Where personal information is to be provided by You to Descartes' Contracting Party for processing as a requirement of the provision of products or services, Descartes' data processing terms, a current copy of which is available at <https://www.descartes.com/legal/customer-agreements/data-processing-terms> ("Data Processing Terms"), shall apply.
- iii. Additional terms specific to the Solution Type of the product or service, as identified in the applicable product line description in Your Order also apply. Those additional terms can be found at the links indicated below based on the identified Solution Type (collectively "Additional Terms"):
  - a. Solution Type: GLN Services will be subject to the GLN Service Terms (version GDSG20.2) located at: <https://www.descartes.com/legal/customer-agreements/gln-service-terms>.
  - b. Solution Type: Software will be subject to the Software Terms (version SDSG20.1) located at: <https://www.descartes.com/legal/customer-agreements/software-terms>.
  - c. Solution Type: Hardware will be subject to the Hardware Terms (version HDSG20.1) located at: <https://www.descartes.com/legal/customer-agreements/hardware-terms>.
- iv. Support will be provided as per the following based on the Solution Type identified the Order:
  - a. Delivery and Support for GLN Services provided is subject to the GLN Services Delivery Policy, a current copy of which is available at <https://www.descartes.com/legal/customer-agreements/gln-services-delivery-policy> ("Delivery Policy").
  - b. Support for Software provided is subject to the Software Support Policy, a current copy of which is available at <https://www.descartes.com/legal/customer-agreements/descartes-software-support-policy> ("Software Support Policy").

3.2 All capitalized terms used in this Agreement will have the meaning set out in the Order, this DOCA or any applicable document described above. In the event of any inconsistency, the order of preference to resolve any such inconsistency shall be as follows: (i) the Order; (ii) the DOCA; (iii) if applicable the Data Processing Terms; (iii) Additional Terms; (iv) Master Terms; and (v) the Delivery Policy for GLN Services or the Software Support Policy for Software as applicable. For greater clarity, the fact that a document or a set of terms is silent on any particular item or issue shall not be considered an inconsistency.

#### 4. TERM OF AGREEMENT & TERMINATION

- i. **Orders for Software, GLN Services, Hardware with a specified Subscription Term.** Where an Order is for Software, GLN Services or Hardware and has a specified Subscription Term, the Agreement will become effective upon the Order Completion Date and will remain in force for the duration of Subscription Term from the Billing Start Date (the "Initial Term") or until terminated earlier as permitted under the terms of the Agreement. Unless, otherwise expressly specified in the Order, on expiry of the Initial Term, the Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term") at Descartes' then current Fees unless either party provides the other party with notice that they do not wish to renew the Agreement, at least ninety (90) days prior to the commencement of that Renewal Term.

Should you cancel before the expiry of the Subscription Term or if you do not cancel at least thirty (30) days prior to the commencement of any Renewal Term, You authorize Descartes to bill your chosen payment method for any Fees that would have become due for the balance of the Subscription Term or for the Renewal Term, as applicable, using the payment method on file on the renewal date or provided later. You must cancel prior to the Renewal Term as indicated herein to avoid being billed for Renewal Term.

- ii. **Orders for Descartes Solutions without a specified Subscription Term.** Where an Order is for a Descartes Solution without a specified Subscription Term, the Agreement will become effective upon the Order Completion Date and will remain in force until Descartes provides the Descartes Solution and until Fees contemplated in the Order are paid to Descartes in full. Except as expressly permitted under the Agreement, the Agreement is non-cancellable.

#### 5. FEES AND METHOD OF PAYMENT ("Payment Terms").

##### 5.1. Payment Frequency.

**(i) Orders with a Specified Subscription Term.** Where an Order has a specified Subscription Term, Fees will be invoiced in advance at the frequency described in the Order as of the Billing Start Date. Where a frequency is not prescribed in the Order, fees will be invoiced monthly in advance. Unless otherwise noted in the Order, setup or implementation fees identified in the Order will be due and payable in full as of Order Completion Date.

**(ii) Orders without a specified Subscription Term.** Where an Order does not have a specified Subscription Term, all Fees are due and payable on Order Completion Date, unless expressly specified otherwise in the Order.

**5.2 Overage Fees.** Unless the Order provides for unlimited usage, You will be charged overage fees for any usage beyond the quantity listed in the Order. Unless the Order specifies another means of calculating overage fees, any overage fee shall be the unit price, as described in the Order, for each unit in excess of the included quantity.

**5.4 Method of Payment and Recurring Payment Terms.** Fees shall be paid only by credit card or, where the option is made available by Descartes and selected by Customer, direct debit. Availability of payment methods may vary.

- i. You:(a) authorize Descartes to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account You specify or charge from Your specified credit card ("Payment Method") and give permission to Your financial institution to debit Your account or charge Your debit or credit card in accordance with Your specified Payment Method for withdrawals made by Descartes.
- ii. The amount withdrawn or charged in accordance with Your Payment Method will be the then current balance owing to Descartes under the Agreement in accordance with the DOCA. Your current balance is the outstanding amount on Your invoice(s) from Descartes, plus additional charges after Your invoice was issued, less credits or payments after Your invoice was issued. Upon Your acceptance of these Payment Terms, any outstanding balance owing to Descartes will be immediately and automatically withdrawn or charged in accordance with Your specified Payment Method.
- iii. You agree to be bound by any rules Your financial institution requires for pre-authorized electronic

funds transfers and/or that Your debit or credit card issuer requires for pre-authorized debit or credit card transactions. You are responsible for all fees charged by Your financial institution associated with Your specified Payment Method.

- iv. You must update all changes to Your Payment Method and Your contact information by updating Your Descartes Store Account and making the changes to Your Payment Method section of your account. If You do not update Your specified Payment Method and Descartes is unable to withdraw or charge You using Your specified Payment Method for the amount due on Your Descartes invoice, You may be subject to applicable late fees, returned item charges and any other fees or charges assessed by Your financial institution. In addition, your access to the Descartes Solution or functionality within the Descartes Solution may be limited or turned off entirely.
- v. If You have created a Descartes PayCenter account, Descartes will make Your monthly invoice available through the Descartes PayCenter. You can access Your monthly invoice by logging into Your Descartes PayCenter account. You agree to review each invoice You receive from Descartes and give Descartes notice of any errors or disputed charges within ninety (90) days after such invoice is posted to Your Descartes PayCenter account.
- vi. You represent and warrant that: (a) You have the necessary funds to pay Descartes in full for any payments due to Descartes; and (b) all Payment Method information is accurate and agree to inform Descartes in accordance with Section 5.3 iv of these Payment Terms of any changes to Your Payment Method at least twenty one (21) days prior to the next payment due date and that, unless otherwise agreed with Descartes, these Payment Terms continue in respect of any new or updated Payment Method information.
- vii. NEITHER DESCARTES OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL BEAR ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED, FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR PAYMENT METHOD IS DEBITED OR CHARGED OR SERVICE CHARGES LEVIED BY YOUR FINANCIAL INSTITUTION.
- viii. This Section 5 shall survive termination of the Agreement and will remain in effect until Your outstanding balance with Descartes under the Agreement is paid in full to Descartes.

## 6. ADDITIONAL DEFINITIONS

For the purposes of this Agreement, the following terms will have the following meaning:

**"Billing Start Date"** means the Order Completion Date, unless expressly identified otherwise in the Order.

**"Descartes Store Account"** – means Your account with Descartes Web Shop associated with this Order.

**"Descartes Store Terms"** – mean the terms and conditions governing Your use of Descartes Web Shop available at <https://www.descartes.com/legal/general-terms/descartes-store-terms>

**"Descartes Web Shop"** – has the meaning specified in Descartes Store Terms.

**"Subscription Term"** – means the period identified in the Order as subscription term.