

Special Terms and Conditions Profit Calculator

Notice: Please read these special terms and conditions relating to the Alpega Products carefully. By downloading, installing, copying, accessing, or using all or any portion of the Alpega Products you agree to these terms and the General Terms and Conditions relating to the Alpega Products. If you are accepting these terms on behalf of any legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that entity or person to these terms. You agree that these terms are enforceable in the same way as any written negotiated agreement signed by you. If you do not agree to these terms, do not download, install, copy, access, or use the Alpega Products.

1. Profit Calculator

Profit Calculator is a solution enabling the Customer to estimate the costs of the transport operation and the savings it can make through the use of the Alpega Products. The information provided by Alpega through this solution is hereafter called the "Information". The use of Profit Calculator is governed by:

- (i) the General Terms and Conditions relating to Alpega Products (the "General Terms and Conditions") and
- (ii) the Special Terms and Conditions below. The definitions as set forth in the General Terms and Conditions apply to these Special Terms and Conditions, unless otherwise stated herein.

2. Disclaimer

The Information is based on data that are provided by the Customer or collected from external sources, which are out of the control of Alpega and the accuracy of which cannot be verified and guaranteed by Alpega. Profit Calculator and the Information are therefore provided to the Customer without warranties of any kind, whether express or implied. Specifically, Alpega does not provide any warranty or condition of any kind concerning the content of the Information, its quality, its accuracy and its availability. The Customer furthermore acknowledges that the use of the Information is under its sole responsibility and at its sole risks. To the maximum extent as permitted by the applicable laws, Alpega disclaims all liabilities of any kind in relation to the Information and the use thereof by the Customer.

3. Customer's responsibilities

The Customer shall not:

- make public, reproduce, publish under any form of media, distribute, sub-license, commercially exploit, sell, transfer any element of the Information or Profit Calculator or otherwise provide, make available or use them to, or for the benefit of, any third party;
- include any element of the Information into any product or service as made available to third parties.

The Customer shall:

- only take such copies of the Information as are reasonably required for the use of the Information in accordance with the Agreement;
- use Profit Calculator and/or the Information strictly for the purposes of its own internal business needs and use.

4. Rates and invoicing

Profit Calculator is provided free of charge. At any moment and at its sole discretion, Alpega may however decide to charge specific fees for the use of this solution. Alpega shall then notify the Customer as per the terms of the Agreement.

5. Confidentiality

Alpega shall use its best efforts to safeguard and hold as confidential the data submitted by the Customer through Profit Calculator (the "Data"). Alpega shall:

- use the Data solely for the purposes as contemplated herein or by the Agreement, or as permitted herein;
- not disclose the Data to any person other than those affiliated companies, employees, agents, partners, directors, suppliers, consultants, subcontractors of Alpega having a need to know the information in order to perform its obligations hereunder and/or as long as they are themselves parties to a similar non-disclosure agreement, or as required by law.

The Customer grants Alpega the right to amalgamate the Data with data collected from other customers and/or users in order to generate industry-wide analyses, statistics and reports (without nominal reference to the Customer). Alpega has the right to create and publish such analyses and reports, whether for commercial gain or as a public service, and the Customer disclaims any right therein.

6. General

At the termination of the licence relating to the use Profit Calculator, the Customer must immediately take all necessary measures to delete the Information that it may hold electronically or otherwise, on any kind of media, and the Customer is not allowed to make any further use of the Information and Profit Calculator.