

Master Terms of Service and Software-as-a-Service Agreement

Ojasys Transportation Management System (TMS) Suite of Products

Document Identifier	OJASYS-TOS-2026-V2
Effective Date	October 1, 2026
Contracting Entity	Ojasys LLC, a Virginia limited liability company 22213 Windy Pine Ct, Ashburn, VA 20148, United States
Service	Ojasys Transportation Management System (TMS) web application, mobile applications and APIs
Platform URL	https://tms.ojasys.com
Legal Notices	tmslegal@ojasys.com
Technical Support	tms.support@ojasys.com
Privacy and Grievances	tms.privacy@ojasys.com

Plain-English summary. This summary is for convenience only and is not part of the Agreement. If it conflicts with the terms below, the terms below govern.

- **Business use only.** The Service is sold only to businesses for their commercial transport and logistics operations. It is not for personal or household use.
- **You run your fleet.** Ojasys provides software. You remain responsible for your vehicles, drivers, dispatch decisions, cargo, safety and compliance with transport laws. The Service is not an electronic logging device (ELD).
- **Driver data.** You decide what driver and vehicle data to put into the Service. You must give drivers the notices, and obtain any consents, that the law requires. Ojasys processes that data only on your instructions under the Data Processing Addendum.
- **Billing and renewal.** Subscriptions renew automatically. To stop an annual renewal, cancel at least 30 days before the renewal date. Refunds are governed by the Refund and Cancellation Policy.
- **Liability.** Each party's liability is generally capped at the fees paid or payable in the 12 months before the claim.
- **Disputes.** Virginia law applies. Disputes go to individual arbitration, not court.

1. Definitions

In this Agreement:

- **"Agreement"** means these Terms of Service, each Order Form, the Data Processing Addendum, the Refund and Cancellation Policy and any other document expressly incorporated by reference.
- **"Authorized Users"** means Customer's employees, drivers, contractors and agents whom Customer permits to use the Service.
- **"Company", "Ojasys", "we" or "us"** means Ojasys LLC.
- **"Customer" or "you"** means the business entity that accepts this Agreement or signs an Order Form.
- **"Customer Data"** means all data, documents and content submitted to, collected by or generated in the Service by or for Customer or its Authorized Users, including driver, vehicle, location, shipment and document data.
- **"Data Processing Addendum" or "DPA"** means the Ojasys TMS Data Processing Addendum (OJASYS-DPA-2026-V1), as updated in accordance with its terms.
- **"Documentation"** means the user guides and help materials that Ojasys makes available for the Service.
- **"Order Form"** means an online checkout, quote or ordering document, accepted by both parties, that specifies the plan, fees and Subscription Term.
- **"Professional Services"** means setup, onboarding, configuration, data migration, training or other services that are not part of the subscription.
- **"Service"** means the Ojasys TMS web application, mobile applications, APIs and related Documentation.
- **"Subscription Term"** means the monthly or annual subscription period stated in the Order Form, together with each renewal period.

2. Agreement Structure and Acceptance

2.1 Acceptance. Customer accepts this Agreement by clicking to accept it, signing an Order Form that references it, or using the Service. Customer consents to entering into this Agreement and receiving notices electronically.

2.2 Order of precedence. If documents in this Agreement conflict, the following order applies, from highest to lowest: (a) the DPA, as to the processing of personal data; (b) the Order Form, as to commercial terms specifically negotiated in it; (c) these Terms of Service; (d) the Refund and Cancellation Policy; (e) the Documentation. The Ojasys TMS Privacy Policy is a notice to individuals and is not part of this Agreement.

2.3 Language. This Agreement is written in English. Any translation is provided for convenience. If a translation conflicts with the English version, the English version prevails, unless mandatory law requires otherwise.

3. Access Rights and Restrictions

3.1 Access right. Subject to this Agreement and payment of the fees, Ojasys grants Customer a non-exclusive, non-transferable, non-sublicensable right, during the Subscription Term, for its Authorized Users to access and use the Service solely for Customer's internal commercial transport and logistics operations.

3.2 Reservation of rights. The Service is provided on a subscription basis. Ojasys and its licensors own all rights, title and interest, including all intellectual property rights, in the Service. All rights not expressly granted are reserved.

3.3 Restrictions. Customer will not, and will not permit anyone to: (a) copy, modify, reverse engineer, decompile or disassemble the Service, or attempt to derive its source code, except to the extent that law expressly permits this despite this restriction; (b) resell, sublicense, lease, white-label or operate the Service as a service bureau; (c) access the Service to build a competing product; (d) use bots, scrapers or other automated means to access the Service, except through documented APIs within published rate limits; or (e) remove proprietary notices.

4. Eligibility and Authority

4.1 Business customers only. Customer represents that it is a legal entity (or a sole proprietor acting in the course of business) in good standing, and that it is acquiring the Service solely for business purposes and not for personal, family or household use.

4.2 Authority. The individual accepting this Agreement represents that they have authority to bind Customer.

5. Accounts and Authorized Users

5.1 Account security. Customer is responsible for keeping user credentials and API keys confidential, and for all activity under its accounts. Customer will notify Ojasys promptly at tms.support@ojasys.com if it suspects unauthorized access.

5.2 Authorized Users. Customer is responsible for its Authorized Users' compliance with this Agreement. Each login may be used by only one individual.

6. Customer Data and Data Protection

6.1 Ownership. As between the parties, Customer owns all Customer Data. Customer grants Ojasys a non-exclusive licence to host, copy, process, transmit and display Customer Data only as needed to provide, secure and support the Service, and as otherwise permitted by Section 15.1 and the DPA.

6.2 Roles. For personal data within Customer Data, Customer is the controller (a "Data Fiduciary" under Indian law) and Ojasys is the processor (a "Data Processor" under Indian law). The DPA is incorporated into this Agreement and governs Ojasys's processing of that personal data.

6.3 Customer's responsibilities. Customer is responsible for the accuracy and lawfulness of Customer Data. Before it collects or uploads personal data, or enables location tracking in the mobile applications, Customer will:

- give drivers and other individuals every notice that applicable law requires, including notice of location tracking and workplace monitoring;
- obtain every consent that applicable law requires, or rely on another lawful basis that applicable law permits; and
- ensure that it has the right to share the data with Ojasys for processing under this Agreement.

6.4 Sensitive data. Customer will upload only the sensitive personal data that the Service is designed to handle, such as driving licence details and driver medical fitness certificates, and only where Customer has a lawful basis to collect it. Customer will not upload payment card numbers, government identification numbers not needed for the Service, or clinical medical records. Customer will not upload Aadhaar numbers unless they are masked so that no more than the last four digits are visible. The Service does not currently process biometric data, and Customer will not use it to do so.

7. Mobile Applications

7.1 Some features of the mobile applications require device permissions, including background location, camera and push notifications. Drivers can control these permissions in their device settings. Features that depend on a permission will not work while it is disabled.

7.2 Customer is responsible for deciding whether and when location tracking is enabled for its drivers, and for configuring it in line with applicable law, including limiting tracking to working time where required.

8. Acceptable Use

Customer and its Authorized Users will not: (a) spoof, alter or falsify GPS data, timestamps or device telemetry; (b) upload malware or attempt to breach or test the security of the Service without Ojasys's written permission; (c) use the Service to track any individual without the notice or consent that applicable law requires; (d) use the Service in violation of applicable law, including transport, privacy, employment and sanctions laws; or (e) interfere with the Service or other customers' use of it. This Section 8 is the "Acceptable Use Policy".

9. Transport Operations and Regulatory Disclaimers

9.1 Software tools only. The Service provides software for recording data, planning loads, dispatching and administrative tracking. It is not legal, regulatory, safety, employment, tax or medical advice.

9.2 Operational responsibility. Customer is solely responsible for vehicle maintenance and fitness, driver licensing and qualification, driver working hours, route selection, load and weight limits,

hazardous goods, cargo security and safe driving practices.

9.3 Not an ELD and not a statutory system. The Service is not an electronic logging device, is not registered with the U.S. Federal Motor Carrier Safety Administration, and is not intended to satisfy hours-of-service recording requirements under 49 C.F.R. Part 395. The Service does not replace any tracking device, permit, e-way bill, record or filing required by law, including under the Indian Motor Vehicles Act, 1988, the Central Motor Vehicles Rules, 1989 or the Central Goods and Services Tax Rules, 2017. Ojasys is not an agent or representative of any transport, tax or regulatory authority.

10. Third-Party Services and Payments

10.1 Third-party services. The Service integrates with third-party services, including Google Maps Platform for maps, geocoding and routing. Customer's use of features that rely on Google Maps is subject to the Google Maps/Google Earth Additional Terms of Service (maps.google.com/help/terms_maps) and the Google Privacy Policy (policies.google.com/privacy). Ojasys is not responsible for outages, errors or changes in third-party services that it does not control.

10.2 Payments to Ojasys. Ojasys uses Stripe, Inc. ("Stripe") to process subscription payments. Ojasys does not store full payment card numbers.

10.3 Customer payments through the Service. If Customer uses the Service to invoice or collect payments from its own customers, those payment services are provided by Stripe, not Ojasys. To use them, Customer must accept the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (together, the "Stripe Services Agreement"), directly with Stripe, and must complete Stripe's identity verification. Customer authorizes Ojasys to share with Stripe the information about Customer and its transactions that Stripe needs, and to receive transaction information from Stripe to provide the Service. Ojasys is not a party to, and does not hold or transmit funds for, payments between Customer and its customers. Customer is responsible for those transactions, including refunds, disputes, chargebacks and taxes. Availability of these features depends on Stripe's supported countries.

11. Fees, Billing, Renewal and Taxes

11.1 Fees. Customer will pay the subscription fees in the Order Form, in advance, for each monthly or annual billing period. Except as stated in the Refund and Cancellation Policy, fees are non-cancellable and non-refundable.

11.2 Automatic renewal. Each Subscription Term renews automatically for a period equal to the expiring term (one month for monthly plans, twelve months for annual plans), unless either party gives notice of non-renewal:

- **Annual plans:** at least thirty (30) days before the end of the current Subscription Term.
- **Monthly plans:** before the next renewal date.

Customer may give notice through the billing page of the Service (tms.ojasys.com/account/billing) or by email to tmslegal@ojasys.com. Ojasys will send a reminder at least thirty (30) days before an annual plan renews.

11.3 Price changes. Ojasys may change its prices for any renewal term by giving Customer at least thirty (30) days' notice before the renewal date. Prices will not change during a paid Subscription Term.

11.4 Payment. Customer authorizes Ojasys, through Stripe, to charge the payment method on file for each billing period. Some renewal payments may require the cardholder to authenticate the charge, including under Reserve Bank of India rules for recurring payments on Indian-issued cards. If a payment fails, Ojasys will notify Customer, who must provide a valid payment method within fifteen (15) days.

11.5 Late payment. Undisputed amounts that are overdue bear interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. Customer may dispute an invoice in good faith by notifying Ojasys within thirty (30) days of the invoice date.

11.6 Taxes. Fees exclude all taxes, including goods and services tax (GST), sales, use and value-added taxes. Customer is responsible for all such taxes, other than taxes on Ojasys's income. Where Customer is required to pay GST on a reverse-charge basis, Customer will account for it directly. If law requires Customer to withhold tax from a payment, Customer will pay the additional amount needed for Ojasys to receive the full invoiced fee. If Customer can reduce the withholding by using Ojasys's tax residency certificate or treaty documents, Ojasys will provide them on request, and the gross-up applies only to the reduced amount.

12. Professional Services

12.1 Setup, onboarding, configuration, data migration, training and other Professional Services are optional. They are billed on a time-and-materials basis at the hourly rates in the Order Form or a statement of work, for hours actually worked. Unless the Order Form states otherwise, they are invoiced monthly in arrears.

12.2 Any estimate of hours is a good-faith estimate, not a fixed price. Ojasys will tell Customer before exceeding an estimate by more than 10%. Fees for Professional Services that have already been performed are not refundable.

13. Support and Availability

13.1 Ojasys provides email support at tms.support@ojasys.com from 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding U.S. federal holidays. Ojasys aims to respond to standard tickets within one to two business days.

13.2 Ojasys will use commercially reasonable efforts to make the Service available, but it may be interrupted for maintenance, updates or events outside Ojasys's control. No uptime service level or service credits apply unless they are set out in a signed Order Form.

14. Security

Ojasys maintains commercially reasonable administrative, technical and physical safeguards designed to protect Customer Data against unauthorized access, loss or alteration, as described in the DPA. Ojasys will notify Customer of a personal data breach affecting Customer Data in accordance with the DPA.

15. Usage Data and Feedback

15.1 Usage data. Ojasys may collect technical and usage data about how the Service is used, and may create aggregated, de-identified data derived from Customer Data. It may use that data only to operate, secure, support, maintain and improve the Service and to produce aggregated statistics. The de-identified data must not identify, and must not be reasonably capable of being linked to, Customer, an Authorized User or any other individual. Ojasys will not attempt to re-identify it, and will not use Customer Data to train artificial intelligence or machine learning models that are made available to third parties.

15.2 Feedback. If Customer or its Authorized Users give Ojasys suggestions or feedback, Ojasys may use them without restriction or obligation.

16. Confidentiality

16.1 Definition. "Confidential Information" means non-public information that one party (the "Discloser") discloses to the other (the "Recipient") and that is marked confidential or should reasonably be understood to be confidential. Customer Data is Customer's Confidential Information. The Service, its pricing and Ojasys's security documentation are Ojasys's Confidential Information.

16.2 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient knew before receiving it, without a duty of confidentiality; (c) the Recipient lawfully receives from a third party without a duty of confidentiality; or (d) the Recipient develops independently without using the Discloser's information.

16.3 Obligations. The Recipient will use the Discloser's Confidential Information only to perform or exercise its rights under this Agreement. It will protect it with at least reasonable care, and disclose it only to its employees, contractors and advisers who need to know it and are bound by confidentiality obligations at least as protective as these.

16.4 Compelled disclosure. The Recipient may disclose Confidential Information if required by law or court order. Where legally permitted, it will first give the Discloser prompt notice and reasonable help to seek protective treatment.

16.5 Duration. These obligations continue for three (3) years after this Agreement ends. For trade secrets and Customer Data, they continue for as long as the information remains confidential.

17. Warranties and Disclaimer

17.1 Mutual warranties. Each party warrants that it has the authority to enter into this Agreement and will comply with laws that apply to its performance of it.

17.2 Limited warranty. Ojasys warrants that, during the Subscription Term, the Service will perform materially in accordance with the Documentation. If Customer notifies Ojasys of a breach of this warranty, Ojasys will use commercially reasonable efforts to correct the non-conformity. If Ojasys cannot do so within thirty (30) days, either party may terminate the affected subscription. Ojasys will then refund the prepaid fees for the remainder of the Subscription Term, calculated from the termination date. This is Customer's sole remedy for breach of this warranty.

17.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". OJASYS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. OJASYS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT MAPS, ROUTES, ARRIVAL ESTIMATES OR LOCATION DATA WILL BE ACCURATE.

18. Indemnification

18.1 By Customer. Customer will defend Ojasys and its officers, employees and agents against any third-party claim, and pay the resulting damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement, to the extent the claim arises from: (a) Customer's transport operations, including vehicle operation, dispatch, cargo and the conduct of its drivers; (b) Customer Data, including Customer's failure to give notices or obtain consents or another lawful basis required by law; or (c) Customer's breach of Section 8 (Acceptable Use).

18.2 By Ojasys. Ojasys will defend Customer against any third-party claim that the Service, as provided by Ojasys, infringes a patent, copyright or trademark, or misappropriates a trade secret, and will pay the resulting damages, costs and reasonable attorneys' fees finally awarded or agreed in settlement. If the Service is, or Ojasys believes it is likely to be, subject to such a claim, Ojasys may at its option: (a) obtain the right for Customer to keep using it; (b) modify it so that it is non-infringing without materially reducing its functionality; or (c) terminate the affected subscription and refund the prepaid fees for the remainder of the Subscription Term. Ojasys has no obligation for claims arising from Customer Data, third-party services, combination with items not provided by Ojasys, or modification or use not in accordance with this Agreement.

18.3 Procedure. The indemnified party must promptly notify the indemnifying party of the claim, give it sole control of the defence and settlement (but it may not settle a claim in a way that admits fault by, or imposes obligations on, the indemnified party without that party's consent), and provide reasonable cooperation at the indemnifying party's expense.

19. Limitation of Liability

19.1 Excluded damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL OR BUSINESS OPPORTUNITY, CARGO LOSS OR DAMAGE, FLEET DOWNTIME OR REGULATORY FINES, HOWEVER CAUSED AND EVEN IF ADVISED OF THEIR POSSIBILITY.

19.2 Liability cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

19.3 Excluded Claims. "Excluded Claims" means: (a) Customer's obligation to pay fees; (b) a party's defence and payment obligations under Section 18 (Indemnification); (c) a party's infringement or misappropriation of the other party's intellectual property rights; (d) a party's breach of Section 16 (Confidentiality), except for breaches relating to Customer Data, which remain subject to Sections 19.1 and 19.2; and (e) a party's gross negligence, wilful misconduct or fraud.

19.4 These limitations apply even if a limited remedy fails of its essential purpose, and they do not limit liability that cannot be limited by law.

20. Term, Suspension and Termination

20.1 Term. This Agreement begins when Customer accepts it and continues until every Subscription Term has ended.

20.2 Termination for cause. Either party may terminate this Agreement by written notice if the other party materially breaches it and does not cure the breach within thirty (30) days after receiving written notice describing it. Either party may also terminate immediately if the other party becomes insolvent or subject to bankruptcy or winding-up proceedings.

20.3 Suspension. Ojasys may suspend access: (a) if an undisputed payment is more than fifteen (15) days overdue after Ojasys has given notice; (b) immediately, if Customer's use poses a security risk to the Service or others, or breaches Section 8; or (c) if required by law. Ojasys will limit any suspension to what is reasonably necessary and restore access promptly once the cause is resolved.

20.4 Refunds on termination. If Customer terminates for Ojasys's uncured material breach, or Ojasys terminates the Service for convenience or discontinues it, Ojasys will refund the prepaid subscription fees for the remainder of the Subscription Term, calculated from the termination date. If Ojasys terminates for Customer's breach, all unpaid fees for the Subscription Term become due. Other refunds are governed by the Refund and Cancellation Policy.

20.5 Data export and deletion. For sixty (60) days after this Agreement ends (the "Export Window"), Customer may export Customer Data using the export tools in the Service. Ojasys will then delete Customer Data from its active systems within thirty (30) days after the Export Window ends. Copies in

backups will be deleted as the backups expire in their normal rotation, which occurs within ninety (90) days after deletion from active systems. Until then, backup copies stay protected under this Agreement. Ojasys may keep Customer Data for longer only where the law requires it, and only for as long as required. **Customer is responsible for exporting and keeping any records that it is required by law to retain.**

20.6 Survival. Sections 3.2, 6, 11 (for amounts due), 15, 16, 17.3, 18, 19, 20.4 to 20.6, 24 and 25 survive termination.

21. Changes to These Terms

Ojasys may update these Terms of Service by posting a new version and notifying Customer at least thirty (30) days before the new version takes effect. Changes will not apply retroactively. If a change materially and adversely affects Customer, Customer may, before the change takes effect, give notice terminating the affected subscription. Ojasys will then refund the prepaid fees for the remainder of the Subscription Term, calculated from the termination date. Changes required by law may take effect sooner if the law requires it.

22. Export Controls, Sanctions and Anti-Corruption

Each party will comply with the export control and economic sanctions laws that apply to it, including those of the United States and India. Customer represents that it is not located in, organized under the laws of, or controlled by persons in, a country or region subject to comprehensive U.S. sanctions, and is not named on any U.S. government restricted-party list. Neither party will offer or accept any bribe or improper payment in connection with this Agreement.

23. Publicity

Ojasys may identify Customer by name and logo as a customer on its website and in marketing materials. Customer may withdraw this permission at any time by emailing tmslegal@ojasys.com.

24. Governing Law and Dispute Resolution

24.1 Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia, United States, without regard to its conflict of laws rules. The parties agree that the Uniform Computer Information Transactions Act, as enacted in Virginia (Va. Code § 59.1-501.1 et seq.) or in any other jurisdiction, does not apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods also does not apply.

24.2 Informal resolution. Before starting arbitration, a party must send the other party a written description of the dispute. The parties will then try in good faith to resolve it for thirty (30) days.

24.3 Arbitration. Any dispute arising out of or relating to this Agreement, including its formation, validity or breach, will be finally resolved by binding arbitration. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. If Customer is

located outside the United States, it will instead be administered by the AAA's International Centre for Dispute Resolution under its International Arbitration Rules. The arbitration will be heard by one arbitrator and conducted in English. The seat of arbitration is Loudoun County, Virginia, and hearings may be held by video conference. Judgment on the award may be entered in any court with jurisdiction.

24.4 Exceptions. Either party may seek urgent injunctive or other interim relief from any court with jurisdiction to protect its intellectual property rights or Confidential Information. Ojasys may also bring an action in court to collect undisputed fees.

24.5 Individual claims; jury waiver. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.

25. General

25.1 Notices. Legal notices to Ojasys must be sent by email to tmslegal@ojasys.com, with a copy by courier or certified mail to the address in the header. Ojasys may send notices to the account administrator's email address or through the Service. Email notices are effective when sent, unless the sender receives a delivery failure message.

25.2 Assignment. Neither party may assign this Agreement without the other party's written consent, which will not be unreasonably withheld. However, either party may assign it, without consent, to a successor in a merger, acquisition or sale of all or substantially all of its relevant business or assets, provided the successor is not a direct competitor of the other party.

25.3 Force majeure. Neither party is liable for a delay or failure to perform, other than a payment obligation, caused by events beyond its reasonable control. These include natural disasters, war, terrorism, civil unrest, epidemics, government action, failures of the internet or of third-party hosting providers, and cyberattacks that could not reasonably have been prevented.

25.4 Relationship. The parties are independent contractors. This Agreement creates no partnership, joint venture, agency or employment relationship. There are no third-party beneficiaries.

25.5 Waiver and severability. A failure to enforce a provision is not a waiver of it. If a provision is found unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions stay in effect.

25.6 Entire agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior agreements and understandings on it. Terms in a Customer purchase order or other Customer document do not apply, even if Ojasys accepts that document.

Schedule 1: India

This Schedule applies if Customer is located in India or processes personal data of individuals in India through the Service.

- **Data protection.** The parties will comply with the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025, as their provisions come into force. Until then, they will comply with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, to the extent those remain in force. Customer is the Data Fiduciary, and Ojasys is the Data Processor, for personal data in Customer Data.
- **Lawful basis.** Customer is responsible for providing the notice required by Section 5 of the DPDP Act and for either obtaining consent under Section 6 or relying on a legitimate use under Section 7 (for example, employment purposes under Section 7(i)). Customer acknowledges that drivers who are independent owner-operators, and not its employees, may not fall within the employment legitimate use.
- **Sensitive data.** Where the SPDI Rules apply, Customer will obtain written consent (which may be given electronically) before uploading sensitive personal data, such as medical fitness certificates, and will not upload any sensitive personal data except as permitted by Section 6.4 of these Terms.
- **Transfers.** Customer Data is hosted in the United States. Customer consents to this transfer. Ojasys will not transfer personal data to any country or territory that the Government of India restricts under Section 16 of the DPDP Act.
- **Taxes.** Section 11.6 applies to GST and to Indian tax withholding.

Schedule 2: United States

- **State privacy laws.** To the extent the California Consumer Privacy Act (as amended by the California Privacy Rights Act) or a similar state law applies to Customer Data, Ojasys acts as Customer's "service provider" or "processor", and the service-provider terms in the DPA apply.
- **Federal transport regulation.** The Service does not relieve Customer of its obligations under Title 49 of the U.S. Code of Federal Regulations. See Section 9.3.
- **Fair Credit Reporting Act.** Ojasys is not a consumer reporting agency. Customer will not use data from the Service as a "consumer report" for employment or other eligibility decisions without complying independently with the Fair Credit Reporting Act.
- **Workplace monitoring.** Some states require employers to give written notice before monitoring employees electronically. Customer is responsible for giving that notice.