

BLUSPARK GROUP
AIR FREIGHT SERVICES ADDENDUM
TO
TRANSPORTATION SERVICE TERMS AND CONDITIONS
(Effective: [DATE])

This Air Freight Services Addendum (this “Air Addendum”) to the Transportation Service Terms (the “Transportation Terms” found here [LINK]), by and between Bluspark Global, LLC and its subsidiaries and affiliates (collectively, as applicable “Bluspark”) and the customer entity identified in the Covering Agreement, an applicable Statement of Work, Order Form, Purchase Order, Quote or Invoice (“Customer”), is effective as of the Effective Date of the Transportation Terms. This Addendum shall be applicable to Transportation Services provided by Bluspark that involve Carriage of Goods via Air Freight Services. All capitalized terms not defined in the Addendum shall have the meaning given to them in the Transportation Terms.

1. General.

- 1.1.** Air Freight Services. This Addendum shall be applicable to any Transportation Services arranged by Bluspark for Customer related to Carriage of Goods via air freight (“Air Freight Services”). Bluspark does not take possession of the Goods except as may occur incidentally in the performance or arrangement of Transportation Services in accordance with the Transportation Terms.
- 1.2.** Incorporation of Specific Transportation Services Terms. Other Transportation Addendums may also apply as set forth in the Transportation Terms.
- 1.3.** Order of Precedence. The order of precedence set forth in Section 1.3 of the Transportation Terms applies to this Air Addendum.

2. Role of Bluspark.

- 2.1.** Freight Forwarder; Logistics Coordinator. Bluspark provides the Air Freight Services solely as a non-asset-based intermediary, freight forwarder, and logistics coordinator arranging air transportation through third-party air carriers and related service providers. Bluspark does not act as an air carrier or aircraft operator, and Bluspark does not own, lease, operate, or control any aircraft.
- 2.2.** Transportation Arranged Through Third-Party Carriers. Bluspark will arrange for the Carriage of Goods by air through third-party air carriers, airlines, and other service providers (collectively, “Air Carriers”), as selected by Bluspark (or as otherwise directed or approved by Customer, if applicable). Customer acknowledges that the actual air carriage is performed by Air Carriers and is subject to the applicable Air Carrier’s tariffs, conditions of carriage, and other governing terms.
- 2.3.** Documentation; HAWB and MAWB. In performing the Air Freight Services, Bluspark may issue a house air waybill (“HAWB”) and arrange movement under a master air waybill (“MAWB”) issued by an Air Carrier (or the Air Carrier’s agent). Customer acknowledges that the MAWB governs the contractual relationship applicable to the Air Carrier’s air carriage services, and the HAWB governs Bluspark’s arrangement of Air Freight Services for Customer, in each case subject to the Transportation Terms and this Air Freight Addendum.

- 2.4. Agent Principal Framework. The characterization of Bluspark's role as agent and/or principal with respect to any shipment, and the related allocation of risk and liability, shall be governed by Sections 16 (Bluspark as Agent) and 17 (Bluspark as Principal) of the Transportation Terms.
- 2.5. No Guaranteed Space or Uplift. Bluspark does not guarantee space availability, uplift, routing, flight selection, or flight schedules for any Air Freight Services unless Bluspark has expressly agreed to do so in writing. All bookings and routing arrangements are subject to Air Carrier acceptance, capacity constraints, and operational requirements, and may be changed by the Air Carrier without notice.

3. Definitions.

- 3.1. "Special Drawing Right" (or "SDR") means the special unit of account as defined by the International Monetary Fund (IMF) and used as the basis for determining liability limits under international air carriage conventions. The value of one SDR shall be determined in the local currency as published by the IMF on the date of judgment or settlement, or such other dates as required by applicable law or convention.
- 3.2. "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on October 12, 1929, as amended or supplemented by any subsequent protocols, conventions, or instruments, including (where applicable) the Hague Protocol of 1955, the Guatemala City Protocol of 1971, and the Montreal Protocols of 1975, including any subsequent amendments, protocols, or other supplementary instruments, and any national legislation or regulations giving effect thereto, but only if such amendments are compulsorily applicable to Transportation Services covered by the Transportation Terms.
- 3.3. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999, including any subsequent amendments, protocols, or other supplementary instruments, and any national legislation or regulations giving effect thereto, but only if such amendments are compulsorily applicable to Transportation Services covered by the Transportation Terms.

4. Governing Conventions; Carrier Terms.

- 4.1. Notice Concerning Limitation of Liability. If the Transportation Services arranged or performed by Bluspark include Carriage of Goods by air involving an ultimate destination or stop in a country other than the country of departure, such carriage may be subject to the Warsaw Convention or the Montreal Convention (collectively, the "Air Carriage Conventions"). The Air Carriage Conventions govern and, in most cases, limit the liability of carriers (including contracting and actual carriers) in respect of loss of, damage to, or delay of cargo. For the purposes of determining whether Carriage constitutes international carriage under the Air Carriage Conventions, the agreed stopping places are those (other than the places of departure and destination) that are indicated in the routing shown on the transport documents or appear in the carrier's published schedules. The address of the first carrier shall be deemed to be the airport of departure specified in the applicable transport document.
- 4.2. Application of International Conventions and Domestic Law. Customer acknowledges that air carriage may be subject to mandatory international treaties, conventions, and domestic laws that may govern, limit, or exclude liability for loss, damage, delay, or other claims, including,

as applicable, the Montreal Convention or the Warsaw Convention, and any implementing legislation or successor instruments.

- 4.3.** Carrier Conditions of Carriage; IATA Rules. Air carriage of Goods is subject to the applicable Air Carrier's tariffs, conditions of carriage, and service terms, and may also be subject to IATA rules, resolutions, and standards to the extent incorporated into the applicable air waybill(s) or Air Carrier terms.
- 4.4.** Mandatory Terms Control; No Override of Transport Documents. Nothing in this Air Freight Addendum is intended to vary any mandatory law or to override the terms of any applicable air waybill, tariff, or conditions of carriage governing the air carriage of the shipment. To the extent any provision of this Air Freight Addendum is inconsistent with any mandatory provision of applicable law or any governing transport document that cannot be varied by contract, such mandatory provision shall control.
- 5.** Limitation of Liability; Damages Exclusion.

 - 5.1.** Incorporated Liability Limits. Customer acknowledges and agrees that the limitations of liability and exclusions of damages set forth in the Transportation Terms (including Sections 9, 10, and 11) apply to the Air Freight Services. Nothing in this Air Freight Addendum is intended to, nor shall it, increase or expand Bluspark's liability beyond the limits and exclusions set forth in the Transportation Terms.
 - 5.2.** No Consequential Damages. For the avoidance of doubt, and without limiting the Transportation Terms, Bluspark shall not be liable for any special, indirect, incidental, exemplary, consequential, or punitive damages arising out of or relating to the Air Freight Services or any shipment, including lost profits, lost revenue, loss of business, or business interruption.
- 6.** Cargo Acceptance; Screening; Customer Responsibilities.

 - 6.1.** Booking Instructions and Documentation. Customer shall provide Bluspark, in a timely manner and in the form reasonably requested by Bluspark, complete and accurate booking instructions and all documentation and information required for air transportation and compliance with applicable laws, Carrier requirements, and security programs.
 - 6.2.** Packaging, Marking, Labeling, and Dangerous Goods Compliance. Customer shall ensure that all Goods tendered for air transportation are properly prepared, packaged, marked, and labeled for air carriage and comply with all applicable laws and requirements, including TSA security requirements and, where applicable, IATA standards (including the IATA Dangerous Goods Regulations). Customer shall not tender any prohibited or restricted cargo, or any Dangerous Goods, except to the extent expressly agreed to in writing by Bluspark in advance and in accordance with the Transportation Terms.
 - 6.3.** Security Declarations; Known Shipper Requirements. Customer shall provide all security-related information, certifications, and declarations required for air transportation, including any information relating to shipper validation, screening status, or known shipper programs, as applicable, and shall cooperate with Bluspark, Air Carriers, and Authorities to comply with such requirements.

- 6.4.** Screening, Inspection, and Holds. Customer acknowledges that shipments may be screened, inspected, opened, held, detained, or refused by Air Carriers and/or Authorities (including TSA) as required by law or security programs. Bluspark shall not be responsible for any delay, loss, or damage arising out of or relating to lawful screening, inspection, detention, or refusal by any Air Carrier or Authority.
- 6.5.** Right to Refuse Cargo. Bluspark reserves the right to refuse, suspend, or cancel acceptance or transportation of any cargo that Bluspark reasonably believes cannot be lawfully or safely transported by air or is non-compliant with applicable laws, Carrier requirements, or security programs. Any costs incurred as a result of such refusal, suspension, or cancellation (including handling, storage, return, disposal, and administrative costs) shall be for Customer's account.
- 6.6.** Prohibited or Restricted Articles. Without limiting the Transportation Terms, Customer shall not tender lithium batteries, magnetized materials, or any other prohibited or restricted articles for air carriage except in full compliance with applicable IATA regulations, Air Carrier requirements, and applicable law, and only where expressly accepted in writing by Bluspark in advance.

7. Declaration of Value or Special Interest.

- 7.1.** Declaration Only if Arranged and Accepted in Advance. Customer may request a declaration of value or special interest for an airfreight shipment (including any Carrier excess valuation program, if available) only by providing Bluspark with express written instructions prior to tender of the shipment, and only to the extent such declaration is permitted by the applicable Air Carrier and accepted in writing by Bluspark and/or the Air Carrier, as applicable.
- 7.2.** Documentation and Charges. Any declaration of value or special interest is subject to (a) applicable Air Carrier requirements, (b) completion of any required documentation, and (c) payment by Customer of all applicable additional Charges, fees, and surcharges. No declaration shall apply unless reflected on the applicable air waybill (HAWB and/or MAWB), as applicable.
- 7.3.** Declaration Is Not Insurance. Customer acknowledges that any declaration of value or special interest increases the applicable Air Carrier's liability limits only and does not constitute cargo insurance or guarantee of recovery.

8. Charges; Surcharges; Accessorials.

- 8.1.** Air Surcharges and Third-Party Fees. Without limiting Sections 2.4, 6, and 13.6 of the Transportation Terms, unless expressly included in a written Booking Confirmation, Bluspark's quoted airfreight rates for the linehaul air carriage component exclude, and Customer shall pay as additional Charges, all carrier-, airport-, and Authority-imposed fees, costs, and surcharges applicable to the shipment, including terminal handling charges, security surcharges, fuel surcharges, and screening fees.
- 8.2.** Excluded Services Unless Expressly Included. Unless expressly included in the applicable Booking Confirmation, pickup, delivery, warehousing and storage, and customs clearance services are not included in Bluspark's quoted airfreight rates and will be billed as additional Charges.

- 8.3.** Accessorial Charges. Accessorial Charges (including special handling, re-screening, rebooking, storage, waiting time, and other non-standard services or events) may apply based on shipment characteristics or circumstances and may be invoiced separately.
- 8.4.** Chargeable Weight. Charges for Air Freight Services are based on the chargeable weight determined in accordance with the applicable Air Carrier's rules, including dimensional or volumetric weight calculations. Customer acknowledges that re-weighing or re-measurement by an Air Carrier, terminal operator, or Authority may result in additional Charges payable by Customer.