

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

This Ocean Freight Services Addendum (this “Ocean Addendum”) to the Transportation Service Terms and Conditions (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 Ocean Addendum shall be applicable to Transportation Services provided by Bluspark that involve Carriage of Goods via ocean freight, including full container load, less-than-container load, and related port-to-port or door-to-door movements (collectively, “Ocean Freight Services”). All capitalized terms not defined in this Ocean Addendum shall have the meaning given to them in the Transportation Terms.

1. General.

- 1.1. Ocean Freight Services.** This Ocean Addendum shall apply to any Transportation Services arranged by Bluspark for Customer related to Carriage of Goods via Ocean Freight Services. Bluspark provides Ocean Freight Services as a non-asset-based intermediary and freight forwarder and shall not be construed as a vessel-operating common carrier or vessel operator. 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 Ocean Addendum.

2. Role of Bluspark.

- 2.1. Freight Forwarder; Logistics Coordinator.** Bluspark provides the Ocean Freight Services solely as a non-asset-based intermediary, freight forwarder, and logistics coordinator arranging ocean transportation through third-party ocean carriers, non-vessel-operating common carriers, consolidators, terminal operators, and related service providers (collectively, “Ocean Carriers”). Bluspark does not act as a vessel-operating carrier and does not own, lease, operate, or control any ocean-going vessel.
- 2.2. Transportation Arranged Through Third-Party Ocean Carriers.** Bluspark will arrange for the Carriage of Goods by sea through Ocean Carriers as selected by Bluspark (or as otherwise directed or approved by Customer, if applicable). Customer acknowledges that the actual ocean carriage is performed by Ocean Carriers and is subject to the applicable Ocean Carrier’s tariffs, conditions of carriage, and other governing terms.
- 2.3. Documentation; House and Master Bills of Lading.** In performing the Ocean Freight Services, Bluspark may issue a house bill of lading (“HBL”) and arrange movement under a master bill of lading (“MBL”) issued by an Ocean Carrier (or the Ocean Carrier’s agent). Customer acknowledges that the MBL governs the contractual relationship applicable to the Ocean

Carrier's ocean carriage services, and the HBL governs Bluspark's arrangement of Ocean Freight Services for Customer, in each case subject to the Transportation Terms and this Ocean Addendum. For the avoidance of doubt, as between Customer and Bluspark, any HBL issued by Bluspark shall be deemed a "transport document" for purposes of Section 1.3.2 of the Transportation Terms.

- 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, Sailing, or Transit Times. Bluspark does not guarantee vessel space availability, sailing schedules, routing, transshipment arrangements, port calls, or transit times for any Ocean Freight Services unless Bluspark has expressly agreed to do so in writing. All bookings and routing arrangements are subject to Ocean Carrier acceptance, capacity constraints, blank sailings, port congestion, labor actions, weather, and operational requirements, and may be changed by the Ocean Carrier without notice.
 - 2.6.** LCL Consolidation; Third-Party Facilities. Customer acknowledges that less-than-container load ("LCL") shipments may be consolidated, deconsolidated, cross-docked, handled, or stored at third-party facilities, including container freight stations ("CFS"), warehouses, terminals, or depots. Bluspark shall not be liable for loss, damage, delay, or other issues arising out of or relating to handling or storage by such third parties, except to the extent Bluspark is liable under the Transportation Terms.
 - 2.7.** Cutoffs; Rolled Cargo; Shutouts. Customer acknowledges that Ocean Carriers, terminals, and depots impose documentation cutoffs, cargo receiving cutoffs, and gate cutoffs. If Customer fails to meet applicable cutoffs, or if the shipment is shut out, rolled, or delayed due to Ocean Carrier or terminal operations, Customer shall be responsible for all resulting Charges, including rebooking fees, storage, demurrage, detention, and any other accessorial.
 - 2.8.** Electronic Documentation; Release Instructions. Customer acknowledges that ocean shipments may be released pursuant to express release, telex release, electronic bill of lading systems, or other electronic documentation platforms. Bluspark shall be entitled to rely on shipping instructions, release authorizations, or surrender confirmations received by electronic transmission or through recognized documentation platforms, provided Bluspark does not have actual knowledge of fraud. Customer shall bear the risk of loss arising from forged, altered, fraudulent, or unauthorized release instructions or documentation not resulting from Bluspark's willful misconduct. Customer shall defend, indemnify, and hold harmless Bluspark from any claims arising from such reliance.
- 3. Customer Shipment Information; Special Requirements.**
- 3.1.** Shipment Details. Without limiting Section 3 (Customer Obligations) of the Transportation Terms, Customer shall provide Bluspark, in a timely manner and in the form reasonably requested by Bluspark, complete and accurate shipment information required for Ocean Freight Services, including, as applicable:
 - 3.1.1.** origin and destination locations (including port of loading and port of discharge);
 - 3.1.2.** commodity description, weights, piece count, and dimensions;
 - 3.1.3.** container type and equipment requirements (including dry, reefer, open top, flat rack, etc.);

- 3.1.4. hazardous materials classification and all required declarations;
 - 3.1.5. shipping instructions for bills of lading and consignment; and
 - 3.1.6. any special handling, stowage, temperature, or time-sensitive requirements.
 - 3.2. Dangerous Goods; IMDG Compliance. Customer shall not tender Dangerous Goods for Ocean Freight Services except to the extent expressly agreed to in writing by Bluspark in advance and in full compliance with applicable laws, Ocean Carrier requirements, and the International Maritime Dangerous Goods Code (“IMDG Code”).
 - 3.3. Consequences of Inaccurate or Incomplete Information. Customer acknowledges that inaccurate, incomplete, or late shipment information may result in delay, rolled cargo, rebooking, refusal of cargo, additional services, or additional Charges, all of which shall be for Customer’s account.
 - 3.4. Containers; Shipper’s Load, Stow, and Count. Where the Goods are packed, stuffed, loaded, sealed, or otherwise prepared into a Container by Customer or by any person acting on Customer’s behalf, Customer acknowledges and agrees that such shipment is “shipper’s load, stow, and count.” Bluspark shall have no responsibility or liability for loss, damage, delay, shortage, or other issues arising from or relating to the packing, stuffing, blocking, bracing, securing, sealing, or internal stowage of the Goods within the Container. Customer is responsible for seal integrity and seal numbers as shown on shipping documents.
 - 3.5. Temperature-Controlled or Refrigerated Cargo. If Customer requests Ocean Freight Services involving refrigerated Containers (“Reefers”) or temperature-controlled cargo, Customer shall provide Bluspark with written instructions specifying the required temperature, ventilation, humidity, and other handling requirements. Customer acknowledges that Ocean Carriers and terminals may have operational constraints affecting reefer availability, power supply, monitoring, and plugging/unplugging practices. Bluspark shall have no liability for loss, spoilage, deterioration, or delay arising from reefer malfunction, power interruption, carrier operations, terminal operations, or circumstances outside Bluspark’s control, except to the extent Bluspark is liable under the Transportation Terms.
- 4. Carrier Terms; Mandatory Laws; Port and Terminal Requirements.
 - 4.1. Carrier Terms; Tariffs; Bills of Lading. Ocean carriage of Goods is subject to the applicable Ocean Carrier’s tariffs, conditions of carriage, service terms, and bill of lading terms, as incorporated into the MBL and/or other transport documents.
 - 4.2. Mandatory Terms Control; No Override of Transport Documents. Nothing in this Ocean Addendum is intended to vary any mandatory law or to override the terms of any applicable bill of lading, tariff, or conditions of carriage governing the ocean carriage of the shipment. To the extent any provision of this Ocean 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.
 - 4.3. Port, Terminal, and Authority Actions. Customer acknowledges that shipments may be inspected, opened, held, detained, rolled, refused, or otherwise delayed by Ocean Carriers, terminal operators, port authorities, customs authorities, or other governmental authorities. Bluspark shall not be responsible for any delay, loss, or damage arising out of or relating to lawful inspection, detention, delay, or refusal by any Ocean Carrier, terminal operator, or Authority.

- 4.4.** Import/Export Security Filings. Customer acknowledges that ocean shipments may require advance cargo and security filings (including, as applicable, ISF (“10+2”), AMS, ENS, ACI, or similar programs). Unless Bluspark expressly agrees in writing to perform such filings as part of the Transportation Services, Customer shall be solely responsible for ensuring that all required filings are timely, complete, and accurate. Customer shall be responsible for any penalties, holds, delays, examinations, or additional Charges arising from late, incomplete, or inaccurate filings. Customer shall promptly reimburse Bluspark for any fines, penalties, or charges assessed in connection with such filings.
- 4.5.** Clause Paramount; Carriage by Sea. To the extent Bluspark is acting as a contracting carrier/principal for any portion of the ocean carriage (including under an HBL), Bluspark’s carriage obligations and liability (if any) shall be determined in accordance with the compulsorily applicable carriage regime, and otherwise as follows: (a) the Hague-Visby Rules as enacted in the country of shipment shall apply; (b) where the Hague-Visby Rules are not compulsorily applicable, the Hague-Visby Rules are incorporated by reference as contractual terms; and (c) for shipments to or from the United States, the U.S. Carriage of Goods by Sea Act of 1936 (“COGSA”) shall apply, including during any period before loading and after discharge while the Goods are in the custody of Bluspark and/or its subcontractors, to the extent permitted by law. Nothing in this Section 4.5 is intended to override any mandatory provision of law or any governing transport document that cannot be varied by contract.
- 4.6.** Sanctions; Trade Controls; War Risks. Customer represents and warrants that (a) the Ocean Freight Services, the Goods, and all parties involved in the shipment (including shipper, consignee, notify party, beneficial cargo owner, banks, and intermediaries) are not subject to, and do not cause a violation of, applicable sanctions, export controls, or trade restrictions; and (b) Customer has obtained and will maintain all licenses and authorizations required for the shipment.
- 4.6.1.** Right to Refuse/Suspend/Discharge. Bluspark and/or any Ocean Carrier may refuse, suspend, delay, reroute, deviate, discharge, store, transship, return, or otherwise dispose of the Goods, or decline to perform any instruction, to the extent performance would (in Bluspark’s or the Ocean Carrier’s reasonable judgment) expose Bluspark, an Ocean Carrier, the vessel, crew, insurers, banks, or subcontractors to sanctions risk, war risk, or illegality, or would require extraordinary or unsafe measures.
- 4.6.2.** Costs. All costs, Charges, and expenses arising from action taken under this Section 4.6, including additional freight, storage, detention/demurrage, handling, security, or disposal, shall be for Customer’s account.
- 4.6.3.** Indemnity. Customer shall defend, indemnify, and hold harmless Bluspark and the Indemnified Parties from and against all losses, liabilities, penalties, claims, costs, and expenses (including reasonable attorneys’ fees) arising from any breach of this Section 4.6 or from compliance by Bluspark or an Ocean Carrier with applicable sanctions or trade laws.
- 4.7.** Liberty; Deviation; Substitution; Transshipment. Without limiting Sections 2.5 and 7.1 of the Transportation Terms, Bluspark and/or any Ocean Carrier shall have liberty to (a) call at any port(s) in any order; (b) deviate for any purpose reasonably related to the carriage or safety of the vessel, crew, cargo, or the marine environment, including to save or attempt to save life or

property; (c) omit ports, substitute ports, or use alternative terminals; (d) substitute vessels or modes; and/or (e) transship the Goods or use feeders or other connecting services. Any such action taken in good faith shall not constitute a breach of contract and shall not deprive Bluspark or the Ocean Carrier of any defense, limitation, or exclusion available under the governing transport document or applicable law. Any additional costs resulting therefrom shall be for Customer's account.

4.8. Regulatory Compliance; U.S. Ocean Transportation Intermediary Status. To the extent applicable, Bluspark performs Ocean Freight Services in accordance with applicable laws governing ocean transportation intermediaries, including regulations administered by the U.S. Federal Maritime Commission. Nothing in this Ocean Addendum shall be construed to modify or waive any mandatory regulatory requirement applicable to Bluspark or to the Ocean Carrier. Where shipments move pursuant to an Ocean Carrier service contract, such service contract terms shall govern the carriage as between the contracting parties thereto.

5. Accessorial Charges; Demurrage; Detention; Port Charges.

5.1. Port Charges and Third-Party Fees. Without limiting Sections 2.4, 6, 13.5, and 13.6 of the Transportation Terms, unless expressly included in a written Booking Confirmation, Bluspark's quoted ocean freight rates exclude, and Customer shall pay as additional Charges, all carrier-, port-, terminal-, and Authority-imposed fees, costs, and surcharges applicable to the shipment, including, as applicable:

- 5.1.1.** terminal handling charges;
- 5.1.2.** documentation fees;
- 5.1.3.** port security charges;
- 5.1.4.** bunker adjustment factor / fuel surcharges;
- 5.1.5.** peak season surcharges;
- 5.1.6.** container imbalance or equipment surcharges; and
- 5.1.7.** any similar charges assessed by Ocean Carriers, terminals, or Authorities.

5.2. Demurrage and Detention. Customer acknowledges that demurrage, detention, per diem, chassis usage, container storage, and other time-based equipment or terminal Charges may be assessed by Ocean Carriers, terminals, depots, and other third parties. Customer shall be responsible for all such Charges, including Charges arising from port congestion, terminal delay, customs holds, examinations, or consignee delay.

5.3. Rolled Cargo; Rebooking; Additional Costs. Customer acknowledges that Ocean Carriers may roll cargo, omit port calls, or reschedule sailings. Any additional Charges incurred in connection with rolled cargo, rebooking, extended storage, or related services shall be for Customer's account.

5.4. Container Condition; Equipment Provided by Ocean Carriers. Customer acknowledges that Containers used in Ocean Freight Services may be owned, leased, or provided by Ocean Carriers, depots, terminals, or other third parties. Bluspark does not warrant the condition, cargo-worthiness, or suitability of any Container or related equipment. Any claims regarding Container condition, structural integrity, or suitability shall be directed to the applicable Ocean Carrier or equipment provider, subject to the governing transport document. Customer shall inspect Containers upon receipt and shall not tender for loading any Container that is damaged or unsuitable.

- 5.5.** Booking Confirmation; Deadfreight; Cancellation. Upon Customer's acceptance of a booking confirmation or routing instruction for Ocean Freight Services, Customer shall be responsible for tendering the full booked cargo volume and complying with all applicable documentation and cargo cutoffs. If Customer fails to tender the booked cargo, tenders materially less cargo than booked, cancels a booking after confirmation, or otherwise causes the Ocean Carrier to assess deadfreight, no-show charges, late cancellation fees, equipment imbalance charges, repositioning charges, or similar penalties, Customer shall be responsible for all such Charges. Ocean freight and related Charges may be deemed earned in accordance with the applicable Ocean Carrier's tariff or booking terms, and Customer shall remain liable for such amounts regardless of non-shipment, delay, or cancellation.
- 5.6.** Demurrage and Detention Disputes. Bluspark shall have no obligation to contest, audit, or dispute demurrage, detention, per diem, storage, or similar time-based Charges assessed by an Ocean Carrier, terminal, depot, or other third party unless Bluspark expressly agrees in writing to do so. Customer shall remain responsible for timely payment of all such Charges when due, regardless of any pending dispute. If Bluspark elects, in its discretion, to assist in disputing such Charges, such assistance shall not constitute an assumption of liability, and Customer shall reimburse Bluspark for all costs and expenses incurred in connection therewith.
- 6.** No Separate Claims Regime; Incorporation of Transportation Terms.
- 6.1.** Claims and Time Bars. Customer acknowledges and agrees that the notice of claim requirements, time limitations, and limitations of liability set forth in the Transportation Terms (including Sections 9, 10, and 11) apply to Ocean Freight Services. Nothing in this Ocean Addendum is intended to, nor shall it, increase or expand Bluspark's liability beyond the limits and exclusions set forth in the Transportation Terms.
- 6.2.** General Average; Salvage. Without limiting Section 12 of the Transportation Terms, Customer acknowledges that Ocean Freight Services may be subject to general average and/or salvage. Customer shall be responsible for, and shall promptly pay or provide security for, any general average or salvage contribution demanded by an Ocean Carrier or other party in connection with the shipment.
- 6.3.** Declaration of Value; Ad Valorem. Without limiting Section 4.7 of the Transportation Terms, Customer may request a declaration of value or ad valorem treatment only by providing Bluspark with express written instructions prior to tender of the shipment and only to the extent permitted by the applicable Ocean Carrier and accepted in writing by Bluspark and/or the Ocean Carrier. Any such declaration may result in additional Charges and does not constitute cargo insurance.
- 7.** Pass-Through Costs.
- 7.1.** Ocean-Specific Pass-Through Costs. Without limiting the Transportation Terms, Customer shall be responsible for all pass-through costs and third-party charges assessed in connection with Ocean Freight Services, including Ocean Carrier charges, port charges, terminal charges, chassis fees, examination fees, and other costs assessed after commencement of the Ocean Freight Services.