

Lanehub Services Agreement

This Lanehub Services Agreement (the "Agreement") is made and entered into by and between Lanehub, Inc., a Wisconsin Corporation, ("Lanehub") and the subscriber ("Client") to Lanehub's Collaborative Transportation Network Software (the "Software"), effective as of the date (the "Effective Date") the Client submits an Order Form, as available at <https://www.lanehub.com/subscribe>, for any of the Lanehub Services (the "Services"). Use of the Services by the Client shall constitute acceptance of the terms of this Agreement.

I. Terms of Use. The Services are additional services available for subscribers of the Software. Terms of Client's use are as set forth on the Lanehub Terms of Service, available at <https://www.lanehub.com/terms-of-service> and incorporated herein by reference (the "Terms of Service"). Client hereby acknowledges that Client has been provided access, and hereby agrees, to the Terms of Service. In case of a conflict between this Agreement and the Terms of Service, the terms of this Agreement shall control.

II. Description of Services. Client may elect to have Lanehub perform one or more of the following Services, as specified on the Order Form:

- a. **SHARE A CARRIER**. If Client elects to have Lanehub perform this service, Lanehub will attempt to discover, solicit, and arrange consistent capacity for Client's freight by matching Client's lanes with those of other shippers and carriers. Lanehub will offer these matched lanes in a package to one or more carriers. Lanehub may offer just Client's lane to a partner shipper's ("Partner") incumbent carrier(s). If this results in a new award by Client to Partner's incumbent carrier, a benefit sharing fee, as specified on the Order Form, shall apply.

Alternatively, Lanehub may offer just Partner's lane to Client's incumbent carrier(s). If this results in a new award by Partner to Client's incumbent carrier(s), Lanehub shall collect from Partner a benefit sharing fee. Upon receipt of payment from Partner, Client will receive the amount of the benefit sharing fee in the form of a "Lanehub Credit". Lanehub shall track these Lanehub Credits and apply them to any Fees due now or in the future to Lanehub from Client. Lanehub will use reasonable efforts to collect payment from Partner but cannot guarantee such receipts. Lanehub Credits are not redeemable for cash under any circumstances.

- b. **SHARE A FLEET**. If Client elects to have Lanehub perform this service, Lanehub will attempt to discover, solicit, and support the implementation of a consistent source of freight for Client to haul using its own truck assets or those available to it under a dedicated service contract. In order for Lanehub to provide this service, Client must provide to Lanehub or enter into the Software its average headhaul lane revenue/cost and its target all-miles revenue for its fleet(s) and ensure that such data remain current and accurate over time.
- c. **Managed Service Option**. In support of a package created and implemented via Lanehub Assist or Backhaul Assist, Lanehub may make available one or more options for Client and its partner to mutually contract via a third-party entity identified by Lanehub (the "Intermediary") rather than directly between themselves. It will be the responsibility of Client and its partner to satisfactorily contract with Intermediary if they so desire, on terms agreed upon between them, and to ensure that Intermediary can perform as desired by Client and its partner. Lanehub assumes no liability for the action or performance of the Intermediary, and Client agrees to indemnify, defend and hold Lanehub harmless in all matters regarding the Intermediary.

If performance of the Services results in an award of business (an "Awarded Package"), Client will respond to Lanehub indicating Client's approval and acceptance of the award. In these cases, the Fees as specified on the Order Form shall apply for the Awarded Package.

III. Term of Agreement. This Agreement shall continue during the term of the Client's subscription to the Software and will be automatically renewed concurrent with the Client's renewal of the Software subscription. Except as otherwise specified herein, any services may be terminated upon sixty (60) days prior written notice to the other party.

IV. Fees. Client agrees to pay to Lanehub a fee as specified on the Order Form for each shipment that is executed as a result of an Awarded Package. Client will provide to Lanehub complete shipment data necessary to identify and track such shipments on a monthly basis. Fee payment obligations shall continue after the expiration or termination of this Agreement for so long as awards in an Awarded Package continue to be executed, regardless of whether or not the Client has cancelled the Services or the subscription to the Software has expired. Client agrees to continue to provide the data necessary to determine the Fees after the expiration or termination of this Services Agreement.

V. Payment. Client will provide Lanehub with a valid purchase order or alternative document reasonably acceptable to Lanehub. If Client elects to pay via credit card, Client authorizes Lanehub to charge such credit card the Fees plus 3% of the Fees. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. Client shall provide complete, accurate and updated billing and contact information to Lanehub. Without limiting Lanehub's rights or remedies, if any invoiced amount is not received by Lanehub by the due date, such amount may accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, and Lanehub may suspend the Services to Client until such amounts are paid in full.

VI. General Terms and Conditions

- a. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles thereof.
- b. Collaboration. Unless otherwise agreed in writing, Client acknowledges that in order to perform the Services, Lanehub may disclose that Client is a subscriber to the Software, and as such, grants Lanehub permission to include Client's name in a general list of Lanehub client names. Further, Client grants Lanehub permission to use data provided by Client associated with Client's lanes and shipments in an aggregated and anonymized form, but only for the benefit of Client and other clients of Lanehub's Collaborative Transportation Network in order to improve the Software and the Services.
- c. Entire Agreement; Amendment. This Agreement, including the Terms of Service, constitutes the full understanding of the parties and is a complete and exclusive statement of the terms of their agreement concerning the subject matter stated herein. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are hereby superseded and merged into this Agreement. This Agreement may not be modified, amended, terminated or discharged except in writing and signed by the parties hereto.