



Article I. LTL SERVICE, BROKERAGE SERVICE TERMS AND CONDITIONS

Article II. Updated 6/30/2023

Article III.

Article IV. Route Transportation & Logistics, Inc., a Florida corporation, with its principal place of business at 5306 Cortez Road West, Suite 4, Bradenton, FL 34210 ("**Route**") is authorized as a property broker to arrange for interstate transportation of property by motor carrier under MC-468306 from the Federal Motor Carrier Safety Administration ("**FMCSA**"). These LTL Service Terms and Conditions ("**Terms and Conditions**") apply to all arrangements entered between Route and a third-party shipper ("**Shipper**") for whom Route provides property brokerage services. By tendering property for transportation by motor carriers arranged through Route, Shipper agrees to be bound to these Terms and Conditions. In the absence of a separate written agreement between Shipper and Route, the Terms and Conditions form a valid and binding contract between Route and Shipper.

Route offers access to an online shipper platform via a website located at route.my.site.com and any associated mobile application (the "Route LTL Portal"). The Route LTL Portal allows shippers and/or consignees of cargo to connect with motor carriers for the transportation of such cargo. Route also provides transportation intermediary services as a property broker under Docket Number MC468306, whereby Route arranges for the transportation of cargo for shippers by utilizing independent, third-party motor carriers (each, a "Carrier" and collectively, "Carriers"). The "Route Freight Services" are Route's property brokerage and logistics services plus any other services, software, or platform offered by Route related thereto, including the Route LTL Portal.

This Agreement sets forth the terms and conditions governing any of the Route Freight Services provided by Route to Shipper. By accessing or using the Route LTL Portal or Route Freight Services, Shippers are (i) accepting this Agreement on behalf of themselves and the Shipper company, entity, or organization they represent and (ii) representing and warranting that they have the right, authority, and capacity to enter into this Agreement on behalf of themselves and the Shipper company, entity or organization they represent.

By appointing Route to provide Route Freight Services and/or accessing the Route LTL Portal, Shipper expressly accepts this Agreement. Shipper may not access or use the Route LTL Portal or Route Freight Services if Shipper does not agree with all provisions in this Agreement. This Agreement is subject to occasional revision by Route. In the event of any material changes made to the Agreement, Route will notify the Shipper by electronic mail, or other means of communication. Any changes to this agreement will be effective upon the earlier of (a) the date Shipper accept the new terms or (b) thirty (30) calendar days following Shipper's receipt of the notice of the changes. These changes will be effective immediately for new users of the Route Freight Services. Continued use of the Route Freight Services following notification of such changes shall indicate Shipper acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. If Route and Shipper have fully executed a separate written valid contract that governs all or part of the Route Freight Services, this Agreement shall still govern to the extent it does not conflict with the terms of such other contract.

Section 1. Description of Services.

Route will provide Shipper access to the Route LTL Portal via an account, which may be accessed by one or more Shipper users authorized to use the account. Shipper, through a Shipper user or Route account representative, may submit a request for Route to arrange for the transportation of a shipment via a Carrier. Shipper may cancel a shipment request at any time prior to acceptance by Route. Route may reject or decline a shipment request for any reason in its sole discretion. Shipper represents and warrants that all shipment information it submits to the Route LTL Portal will be truthful, complete, and accurate. Shipper agrees that Route has sole discretion to select the Carriers who perform transportation services, and the Carrier shall select the means, route, and procedure to be followed in the handling, transportation, clearance, consolidation, deconsolidation, and delivery of the shipment. Shipper agrees that Route may arrange with Carriers or other third-parties for the consolidation and/or deconsolidation of Shipper's cargo on less-than-truckload shipments, which may be shipped with cargo of other Route shippers.

Section 2. Definition of Shipper.

Definition – Shipper: You establish yourself as a Shipper of Route by: using the Route LTL Portal to shop and compare freight rates, registering and establishing an account with Route, and/or arranging a shipment through Route.

- (a) The shipper is responsible for providing accurate weights, sizes and description of shipment including the freight class and NMFC code.
- (b) Shipper understands that all freight rates are quoted as tailgate or curbside pickup and delivery to a commercial location and/or carrier terminal drop off or pickup.
- (c) Residential services are available and are charged as an assessorial service.
- (d) If pickup and/or delivery are requested by the Shipper, the Shipper warrants the locations will be carrier - equipment accessible.
- (e) Shipper agrees to provide the means to load and unload the shipment unless these services have been arranged for as an assessorial service.
- (f) Shipper agrees to ensure the shipment is properly prepared for transport. Not meeting packing requirements could result in delays and additional charges at the responsibility of the Shipper. Freight can be stopped within any stage of the shipping process. The Carrier also has the right to charge a storage fee on the product until a solution has been put in place. These additional fees are the responsibility of the Shipper.
- (g) The Shipper agrees to pay for all services as actually provided by Route and the Freight Carrier(s).
- (h) Shipper agrees that any individual or entity acting on their behalf has the right to legally bind Shipper. This includes; any sanctioned party scheduling a shipment(s), any party using Shipper's Bill of Lading (BOL), the party acting as consignor at the time of pickup, the party acting as consignee at the time of delivery, and/or any party requesting services for Shipper.

Section 3. Bill of Lading (BOL).

The Bill of Lading, or BOL, is non-negotiable and has been prepared by the enrolled Shipper or by Route on behalf of the Shipper and shall be deemed, conclusively, to have been prepared by the Shipper. The General Rules Tariffs, set forth by the Carrier(s) that provided the transportation of the shipment, will in every instance take precedence in all legal proceedings and, when applicable, will take precedence over the Route's Terms and Conditions. If not stated within the Carrier's General Rules Tariff, Route shall control all Terms, including, but not limited to all the limitations of liability, shall apply to the selected Carrier and their agents and contracted carriers.

(a) The Shipper is required to use Route's system generated BOL.

(b) Shipper agrees to sign the BOL provided by Route prior to pick up. Shipper must then provide two (2) copies of the signed BOL to the Consignor (the party at the point of pickup).

(c) Shipper, or an agent of the Shipper, shall consign the shipment directly to the actual transporting Freight Carrier. Accordingly, the Shipper agrees that the consigned Freight Carrier will be exclusively liable for loss or damages.

(d) Route may choose to cancel this shipping agreement and disavow itself from the shipment if any of the following occur: BOL is not signed by the Shipper, unauthorized alteration or unauthorized use of this BOL, shipments tendered to any Carrier other than that designated by Route, and shipments tendered with any bill of lading not issued by Route.

(e) Not using the BOL prepared by Route may result in a loss of all discounts and/or a reprocessing fee of up to \$50.00.

Section 4. Accessorial Services.

Accessorial services, such as lift gates, are services provided for a fee by the Carrier in addition to the basic transportation of the shipment.

(a) Shipper agrees to pay for all services requested at time of the booking or any accepted or requested at the time of pickup or delivery. Shipper understands that the signing the delivery receipt by them or the consignee with services noted as used obligates them to the fees.

Section 5. Quoted Rate.

All shipments are quoted, rated, and booked based on information provided by you, the Shipper. Factors in this calculation include:

(a) The total weight of the shipment including all packing materials, crating and or pallet.

(b) What is being shipped (commodity) results in a NMFC code and Freight Class.

(c) The packed size of the shipment, its dimensions, and volume of space required.

(d) The type of packing used for the shipment.

(e) The number of items being shipped.

(f) Any special services requested and/or needed.

(g) Guaranteed or estimated transit time.

(h) Commercial or residential pickup or delivery.

(i) Any other applicable accessorial charges. Note: Not included in the Quoted Rate are any non-carriage related expenses that may apply, including but not limited to: customs assessment's, penalties, taxes, duties, tariffs, tolls, storage expenses, attorney fees, and legal costs allocable to this shipment and/or all disputes related to the shipment. Shipper accepts full responsibility and liability for these expenses.

Section 5. Scope of Terms and Conditions.

(a) Shipper agrees to engage Route to provide brokerage services and to tender property ("**Commodities**") for transportation by motor carriers through Route as an intermediary. Route agrees to arrange for the interstate transportation of Shipper's Commodities through the selection of authorized motor carriers. Shipper agrees to delegate to Route working control over each shipment of Commodities and to pay Route as set forth in the Terms and Conditions, including the attached Exhibits, and any Rate Confirmation entered into between Route and Shipper. Commodities arranged to be transported by Route for Shipper, whether received directly from Shipper or from a third-party, shall be governed by the Terms and Conditions.

(b) Any duty or obligation which has been incurred under the Terms and Conditions and which has not been fully observed, performed or discharged, and any right which has been created under the Terms and Conditions and which has not been fully enjoyed, enforced or satisfied, shall survive notwithstanding the termination, expiration or cancellation of Route's services, until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced, or satisfied.

Section 6. Hazardous Materials Shipments.

(a) Shipper will not tender to Route any shipments of Commodities involving hazardous materials, dangerous goods, Class A or Class B explosives, poison gas, radioactive materials, solid waste, hazardous substances or restricted waste (including medical waste) as classified or regulated by any environmental law or regulation in effect now or in the future. Notwithstanding the foregoing, Shipper may tender to Route certain Commodities which have been classified by the United States Department of Transportation as a "hazardous material" or "hazardous substance" (together, "**Hazardous Materials**") provided: (i) Shipper has given Route written notice prior to tendering to Route such Hazardous Materials; and (ii) Route has agreed to accept such Hazardous Materials.

(b) When tendering Hazardous Materials, Shipper will comply with all applicable laws, regulations and pre-transportation functions, including, but not limited to, classifying the Hazardous Materials, packaging, marking and labeling, preparing proper shipping papers, providing emergency response information, loading, blocking and bracing, placarding and certifying the Hazardous Material is in proper condition for transportation in conformity with all legal requirements.

Section 7. Cross-Border Shipments.

(a) If Shipper tenders any shipment: (i) originating in the contiguous United States and destined for delivery points in Canada; or (ii) originating in Canada and destined for delivery points in the

contiguous United States (“**Cross Border Shipment**”), Shipper must provide Route with written notice at least 24 hours prior to tendering the Cross Border Shipment and Route must agree to perform brokerage services with respect to the Cross Border Shipment (“**Cross Border Services**”). If Shipper requires a motor carrier qualified to transact bonded carrier operations for the Cross Border Shipment, Shipper shall identify this requirement as part of the request for Cross Border Services.

(b) When performing Cross Border Services, Route will arrange a motor carrier to: (i) pick up from the origin location and carry all applicable manifests, bills of lading and other shipment receipts, commercial invoices, NAFTA certificates of origin and any other customs documentation (“**Customs Documents**”) provided by Shipper; (ii) at the port of crossing, present all Customs Documents to Shipper’s designated customs broker (“**Customs Broker**”) or to representatives of the U.S. Customs and Border Protection or Canada Border Services Agency (“**CBSA**”) (each, a “**Customs Authority**”), as applicable; and (iii) upon delivery to the consignee, surrender all Commodities and associated shipment documentation, including Customs Documents, to the consignee.

(c) If any sales, goods and service or harmonized sales tax is incurred by Route with respect to the performance of Cross Border Services (“**Service Tax**”), Route will: (i) separately itemize the Service Tax on invoices; and (ii) remit the Service Tax to the appropriate taxing authority in a timely fashion. Route will promptly correct any invoice which fails to properly reflect an applicable Service Tax.

Section 8. Brokerage Services.

(a) Route shall maintain at its expense an FMCSA license as a property broker to perform the brokerage services under the Terms and Conditions. Route will provide to Shipper a copy of said authority upon request.

(b) The Terms and Conditions do not grant Route an exclusive right to perform the brokerage services for Shipper. Route is free to perform services for other shippers and Shipper is free to tender freight for transportation to other property brokers or motor carriers.

Section 9. Rates, Charges and Payment.

(a) Rates and accessorial charges provided by Route are based on the time of quoting, equipment availability, and assumes Shipper will load the Commodities and the consignee will unload the Commodities. Less-than-truckload (“LTL”) rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and are weight based. Rates for less-than-truckload (“LTL”) shipments are valid for two days from the date of quotation and are subject to weekly fluctuation. The actual amount charged to Shipper will be based upon the shipment’s actual characteristics, including but not limited to, weight, dimensions, commodity type and any additional accessorial charges. If Shipper provides incorrect information prior to a Rate Confirmation, the actual amount charged to Shipper will vary.

(b) **Tariff Applicability.** Shipper acknowledges and agrees that LTL shipments will be subject to those Carrier tariff terms applicable based upon the nature of services requested and the Goods tendered including, without limitation, those tariff provisions required to rate shipments or adjudicate Carrier liability for the same.

(c) Shipper further agrees to pay Route the applicable accessorial charges and fuel surcharge on the date of shipment, for all brokerage services performed by Route, except as otherwise expressly included in a Rate Confirmation. From time to time, the accessorial charges may be revised by Route and will be as set forth in the updated Exhibits, a copy of which will be available at <https://routemyfreight.com/shipper-agreement/>.

(d) Route shall invoice and collect all transportation and related charges from Shipper and remit monies due to the authorized motor carrier. Shipper agrees to pay Route within 30 days after the date of Route's invoice. Shipper shall pay Route the full amount due to Route within said time period without any setoff or deduction of any kind. When any shipment moves subject to a Rate Confirmation, and Shipper pays such rates and accessorial charges without providing written notice of objection within ten days of receipt of the invoice, then Shipper will have waived its rights to later assert the applicable rate or charge should have been different. If Shipper disputes any portion of an invoice, Shipper shall submit written notice of such dispute to Route, via Shipper's Route Account Manager, prior to the payment due date. Unless otherwise approved by Shipper's Route Account Manager, any disputed invoice must be paid in full. Shipper shall be subject to a late payment charge of 1.5% per month, or the highest legal contract rate permitted by law in the state where the applicable shipment originated, for all unpaid amounts over 30 days from the invoice date.

(e) Whenever the bill of lading or shipping document specifies rates and charges will be paid by a person, firm or corporation other than Shipper, Route agrees to render its invoice accordingly. However, Shipper will remain jointly and severally liable for any and all unpaid invoice amounts due to Route. Route shall not be precluded from collecting rates and charges from Shipper for such invoices if not timely paid.

(f) Route may extend credit to Shipper. Route's extension of credit is dependent on shipment volumes, Shipper's credit history with Route and Shipper's credit history with other vendors and suppliers, among other criteria Route may deem relevant. Shipper's failure to remit payment to Route as required by the Terms and Conditions could result in the loss of Route's extension of credit to Shipper, or the loss of applicable discounts, if any.

Section 10. Warranties.

(a) The Shipper is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The shipper agrees to furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. Shipper will provide complete, accurate and timely information regarding each shipment. All items to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers. Shipper will make every effort to accurately measure the dimensions and weights of all items and understands that Broker's rate depends upon the accuracy of this information. Route assumes no liability to the Shipper or to any other person for any loss or expense due to the failure of the Shipper to comply with this provision. Any individual or entity acting on behalf of the Shipper in scheduling shipments hereunder warrants that it has the right to act on behalf of the Shipper and the right to legally bind Shipper.

Section 11. Freight Loss and Damage Claims.

(a) Route shall provide reasonable assistance to Shipper in the administration of claims for freight loss and damage against the motor carriers in accordance with applicable law. Shipper shall notify Route of any claims for freight loss and damage within 72 hours of the shipment delivery. Shipper shall submit all claims for freight loss and damage in writing within nine months of the shipment delivery date. All decisions regarding the filing or disposition of any freight loss and damage claim, including but not limited to, decisions regarding compromise, settlement and litigation of such claims, shall be made by Shipper. Route shall provide Shipper with all information requested by Shipper and other information reasonably necessary for Shipper to make an informed decision about the handling and disposition of any such claim. If Shipper decides to litigate any aspect of any freight loss or damage claim, Shipper shall pay all expenses incurred.

(b) All claims for freight loss or damage to Commodities will be governed by the underlying motor carrier's tariff. A motor carrier's liability for freight loss or damage to Commodities for LTL shipments or Cross Border Shipments may be limited to \$0.50 per pound. Route shall not be liable to Customer for claims, including, but not limited to: (i) loss, damage or delay claims involving the Commodities; or (ii) bodily injury or property damage claims asserted by third parties against the carrier or Shipper.

Section 12. Insurance and Liabilities.

(a) Unless otherwise requested by Shipper in writing to Route prior to tender of a shipment, all motor carriers arranged by Route will be required to maintain public liability, property damage and cargo liability insurance as required by applicable law. If Shipper requires a motor carrier to have excess cargo insurance, Shipper shall advise Route in writing whether excess cargo insurance is required for a particular shipment, and the amount of such insurance, at least 24 hours in advance of tendering the shipment to Route.

(b) Route will procure and maintain, at its own expense and for its own benefit, insurance coverages with policy limits no less than the following: (a) workers' compensation insurance in an amount not less than the statutory limits for each State(s) in which brokerage services are performed, including employer's liability insurance in an amount not less than \$1.0 million dollars; and

(c) commercial general liability insurance in an amount not less than \$1.0 million per occurrence.

(d) Route will maintain a current surety bond (Form BMC 84) or trust fund agreement (Form BMC 85) on file with the FMCSA. A copy of Route's security shall be provided to Shipper upon request.

(e) UNDER NO CIRCUMSTANCES WILL ROUTE BE LIABLE TO SHIPPER FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, BUSINESS OPPORTUNITIES AND GOODWILL), PUNITIVE OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE PERFORMANCE, OMISSION OF PERFORMANCE OR TERMINATION OF BROKERAGE SERVICES FOR SHIPPER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION.

(f) Shipper agrees to indemnify, defend and hold harmless Route from and against any loss, cost or expense that Route may sustain or incur, and any and all claims or actions brought by any

person, firm, governmental body or other entity against Route, alleging or resulting from or arising from Route's performance of services under the Terms and Conditions, including but not limited to: (a) Shipper's breach or default under any of the Terms and Conditions; or (b) any third-party claim to the extent arising out of any fraud, criminal activity, intentional misconduct, negligence, breach of contract or violation of law by Shipper.

Section 13. Relationship of Parties.

It is mutually agreed and understood that Route and Shipper agree to the Terms and Conditions as independent contractors of one another. Neither Route nor any personnel engaged by Route to perform services under the Terms and Conditions shall be considered as employees or agents of Shipper at any time or for any purpose whatsoever. Nothing contained in the Terms and Conditions shall be deemed to constitute a relationship of agency, joint venture, partnership or any relationship other than that of an independent contractor. Shipper has no control whatsoever over the means or manner of performance of Route's obligations.

Section 14. Default.

Any one of the following shall constitute an event of default ("**Event of Default**") under the Terms and Conditions: (a) a party's failure to pay when due any payment required to be made under the Terms and Conditions; (b) a party's failure to perform, keep or observe any material term or condition contained in the Terms and Conditions; (c) any inaccurate representation or warranty made by or on behalf of a party in or pursuant to the provisions of the Terms and Conditions; or (d) a party becoming insolvent, or making a transfer in fraud of creditors, or filing a petition in bankruptcy, or has an involuntary bankruptcy petition filed against it, or making an assignment for the benefit of creditors or has a proceeding filed against it seeking to appoint a receiver, or admits in writing an inability to pay, or generally fails to pay, its debts as they become due.

Section 15. Remedies and Limitations.

(a) After the occurrence of any Event of Default, the non-breaching party shall be entitled to terminate the Terms and Conditions upon written notice to the breaching party and to pursue any and all rights and remedies otherwise available by law or in equity against the breaching party. Termination shall not effect a party's liability to the other party by reason of any act, default or occurrence prior to such termination or any liabilities or obligations which survive the termination of the Terms and Conditions as provided in Section 1(b).

(b) If Route prevails in any such action or proceeding based upon or arising out of the Terms and Conditions, whether or not such proceeding proceeds to final judgment or determination, Route shall be entitled to receive from Shipper as a cost of suit, and not as damages, all costs and expenses of prosecuting or defending the action or proceeding, including reasonable attorneys' fees and expenses. If Route refers Shipper's account to a collection agency, Shipper will be liable for all collection costs, including reasonable collection agency fees, court costs, attorney's fees and any other costs related to counsel for collection.

(c) Any action at law or in equity (including, but not limited to, bankruptcy) by Route to recover undercharges or brokerage charges alleged to be due by Shipper under the Terms and Conditions shall be commenced not more than 12 months after the date of shipment with respect to

which such rates and charges are claimed. Any action at law or in equity by Shipper to recover overcharges alleged to be due by Route under the Terms and Conditions shall be commenced not more than 12 months after the claim accrues. To the extent permitted by law, the expiration of such 12 month period shall be a complete and absolute defense to any such action, without regard to any mitigating or extenuating circumstances or excuse whatsoever. The provisions of this Section shall survive the termination or expiration of the Terms and Conditions.

Section 16. Miscellaneous.

(a) Shipper agrees to comply with all applicable federal, state and local laws, ordinances and regulations relating to the services to be performed under the Terms and Conditions. Shipper is responsible to ensure its Commodities intended for transportation are properly marked or labeled in accordance with all applicable laws and regulations. For purposes of arranging motor carrier transportation services under the Terms and Conditions, Route is and at all times will be operating as a “property broker” as defined in 49 U.S.C. § 13102(2), and not as a “motor carrier” or a “freight forwarder.” Route will arrange for the surface transportation and delivery of Shipper’s Commodities pursuant to contracts between Route and certain motor carriers.

(b) Route may in its sole discretion amend the Terms and Conditions, including the attached Exhibits, at any time by posting updated Terms and Conditions at <https://routemyfreight.com/shipper-agreement/>. No provision of the Terms and Conditions will be waived by Route except by a writing signed by a duly authorized representative. Route’s failure, in any instance, to enforce or insist upon Shipper’s performance or compliance of any of the Terms and Conditions or to exercise any right or privilege herein, or the written waiver by any breach of any of the Terms and Conditions, will not be construed as thereafter waiving any such term, covenant, condition, right or privilege, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(c) All notices and other communications required or permitted to be given hereunder, or which are given with respect to the Terms and Conditions, will be in writing and will be sent by United States mail, postage prepaid and addressed to: (i) Shipper at the address of record; and (ii) Route at the following address:

Route Transportation & Logistics, Inc.
Attn: Chief Logistics Officer
P.O. Box 14306
Bradenton, FL 34280

Any such notice or other communication is effective upon receipt by Route or Shipper, as applicable.

(d) The Terms and Conditions shall at all times be in compliance with federal and state laws, rules and regulations applicable to the provision of motor carrier transportation services. Both parties shall at all times comply with all laws, ordinances and regulations of federal, state and local government relating to the Terms and Conditions as they become effective. In the event any term, condition or provision of the Terms and Conditions, or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of the Terms and Conditions, and the Terms and Conditions shall, in all other respects, continue to be effective.

(e) The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, unless superseded by applicable federal laws and regulations. It is mutually agreed that either Route or Shipper shall exercise any right or remedy under the Terms and Conditions in the State of Florida, County of Manatee.

(f) SHIPPER AND ROUTE EXPRESSLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THE TERMS AND CONDITIONS OR ANY PROPERTY BROKERAGE SERVICES PROVIDED BY ROUTE.

(g) The Terms and Conditions, including the Exhibits attached hereto, state the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral negotiations, agreements and understandings with respect thereto. Each party to the Terms and Conditions acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party which are not embodied herein, and any such agreements, statement or promise not contained in the Terms and Conditions shall not be binding. As of the date of the Terms and Conditions, all previous agreements concerning the same subject matter between the parties shall be canceled.

Section 17. Route LTL Portal.

(a) Ownership and License. Route owns and retains ownership in all Route intellectual property, including the Route LTL Portal and all intellectual property therein. Subject to Shipper's compliance with this Agreement, Route grants Shipper a limited, non-exclusive, non-assignable, non-sublicensable, revocable, non-transferable license to access and use the Route LTL Portal. Any rights not expressly granted herein are reserved by Route. Route does not convey or grant Shipper any rights in or related to the Route LTL Portal except for the foregoing limited license.

(b) Account. Route will provide Shipper access to the Route LTL Portal via an account, which may be accessed by one or more Shipper users authorized to use the account. Shipper, through a Shipper user or Route account representative, may submit shipment requests and accept quotes to transport a Shipper shipment. Shipper may delete its account for any reason at any time by contacting Route. Shipper shall maintain the confidentiality of its login credentials and must immediately notify Route of any suspected or actual unauthorized use of Shipper's account or other data or security breach. Shipper is fully responsible for all activities that occur under its account, and Route is not liable for any loss, damage, or third party claims arising from Shipper's failure to comply with the requirements herein.

(c) Shipping Documents. Shipper may use the Route LTL Portal's system-generated BOL, and if so, Shipper shall complete all documents accurately in light of the services being sought, and the pick up or destination requested. If Shipper fails to timely and properly complete the appropriate shipping documents, including a BOL, Route may, at its option but without obligation, complete, correct, or replace the documents. Shipper shall hold Route harmless from all losses, liability, or third party claims for such undertaking by Route on behalf of Shipper.

THE ROUTLE LTL PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE." ROUTE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, THAT ARE NOT EXPRESSLY

SET OUT IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ROUTE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE ROUTE LTL PORTAL WILL BE UNINTERRUPTED; COMPLETE, SECURE; ERROR-FREE; ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SAFE.

Section 18. Payment Terms

(a) Payments are due within 30 days of the date of invoice, unless otherwise indicated on the invoice(s) or contract. Payments will be applied by Route against open items with any remaining payment held as general credit against unpaid invoices. Overpaid amounts will be held on account for 90 days upon written notification of overpayment. After 90 days, overpayments will be retained by Route or applied against the oldest unpaid invoices on Applicant's account. Route reserves the right to put a hold on orders for Applicant if the account is 15 days past due. Route reserves the right to assess a late payment charge of 1.5% per month, or the highest legal contract rate permitted by the law in the State where the applicable shipment originated, for amounts over 30 days from the invoice date. If an account is turned over to a collection agency, Applicant will be liable for all collection costs. This includes reasonable collection agency fees, court costs, attorney's fees and any costs related to counsel for collection.