

## TRUCK LENS, LLC TERMS & CONDITIONS

The following terms and conditions (“Terms & Conditions”) govern your use of the Truck Lens, LLC (“TL”) products and services which shall consist of ALL Truck Lens LLC web sites, mobile applications, installed applications, and service offerings (“System”). By accessing, viewing, or using the content, material, or services available on or through this System, you (“You”) indicate that User have read and understand the Terms & Conditions herein and as they shall change from time to time, and that User agree to them and intend to be legally bound by them. “You” refers to the individual using the TL System and if You use the System on behalf of a corporation, LLC, partnership, or other business entity, then You shall include that business entity and any individuals associated therewith using our System. Once You accept these Terms & Conditions, You hereby acknowledge and agree that at anytime, and at its sole discretion, TL may modify the Terms & Conditions by posting the modified Terms & Conditions on the System, accessible via a link entitled TL Terms & Conditions associated with this agreement and/or Site or any successor site explicitly designated. If You do not agree to these Terms & Conditions, You are not granted permission to use this System.

### AUTHORIZED USE.

By using the System, User acknowledges that TL is a neutral venue where customers may meet; as such we have no control over the quality, safety, or legal aspects of the transactions that may take place.

You certify:

User are a business and/or operator in Good Standing.

User are a bona fide shipper, freight broker, 3PL, freight forwarder, intermodal or rail company or motor carrier of a legal age to operate and to enter into an agreement of this nature.

User shall maintain appropriate authority and will cease immediately to use the TL service if for any reason User no longer maintains such authority.

User has express permission, agency, and scope to operate on behalf of an authorized company and/or sole proprietor.

That your use of the TL System is solely for User commercial purposes related to the deliver and confirmation of freight delivery and/or other services offered by TL.

User shall not reproduce, republish, resell, or distribute such information in any format, in whole or in part, for sale or commercial use by third parties.

Your access or use of the System is not for the purpose of competing with TL with respect to the services offered on the System. You agree any violation shall create irreparable harm.

User shall maintain sole authority and responsibility for tracking and/or authorizing use and/or access of the System.

You shall not resell or assign User rights or obligations under these Terms & Conditions.

You agree that any violation of the above warranties shall result in (1) immediate termination of User registration and access to the System, (2) enforcement by TL availing itself of any other legal remedy under state and/or federal law. If a legal remedy is sought by TL, You shall be responsible for legal costs, including without limitation, reasonable attorney fees. You shall conduct your business in an ethical manner and shall not engage in any illegal, deceptive, misleading or fraudulent practice.

All System registrations provided under User office subscription are for use by Users employees or agents listed on your subscription agreement.

User is solely responsible for reviewing and authorizing all final System actions & functions prior to final confirmation & submission.

#### DRIVER SAFETY

Priority is paramount and our System is designed to maximize safe driving best practices. User agrees to assume full responsibility to observe all traffic rules/laws and use its own personal best judgment while driving. User shall will not enter or change information or otherwise interact with the System while driving and explicit waives any claims against TL that may arise out of any accidents or damages resulting from use of the System in violation of the foregoing.

#### MOBILE SERVICES.

Due to the mobile nature and features of the System (herein "Mobile Systems"), User and TL agree to communicate by SMS, MMS or other electronic means to your mobile device and that certain information about your usage of the Mobile Systems may be communicated to TL.

User's mobile carrier's normal messaging, TL, and other rates and fees may apply to your use of the Mobile Systems. User acknowledges that use of Mobile Systems, including location information, is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, topography, atmospheric conditions and other factors.

In the event User changes and/or deactivate their mobile telephone number, User agrees to promptly updates the System with mobile account information with us to ensure the efficient delivery and receipt of System functions to the intended User accounts.

Due to coverage limitations, TL location information or TL received through Mobile Systems should not be used for or relied on for emergency location or safety purposes. NOTHING CONTAINED IN THESE TERMS AND CONDITIONS WILL CONSTITUTE OR BE CONSTRUED AS ANY

REPRESENTATION OR WARRANTY BY TL THAT THE MOBILE SERVICES, INCLUDING WITHOUT LIMITATION, LOCATION INFORMATION (A) WILL BE AVAILABLE, UNINTERRUPTED, TIMELY OR ERROR-FREE; (B) WILL MEET YOUR REQUIREMENTS; OR (C) WILL INCLUDE TLA THAT IS ACCURATE, COMPLETE OR RELIABLE.

#### SYSTEM DISCLAIMER.

TL System is User centric, we make no warranty or guarantee concerning accuracy, reliability, completeness, or suitability, and provide all information AS IS. Use of our System is at your own risk. Use of the System should only be performed when in a reasonably safe and appropriate location, while any vehicle is not- motion. TL does not make safety determinations; and only upon legally bind request will TL provide System information to government agencies including, but not limited to FMCSA records.

User must make its own determination as to safety, authority and/or business practices. TL provides a System for brokers, carriers and shippers to track and confirm delivery of freight services. TL is not involved in the actual transaction between buyer and seller. It is User's sole responsibility, as a user of the System, to check the credentials, including but not limited to the safety/authority record, of any information imported into the System, by the User or otherwise.

#### CONFIDENTIALITY/NON-DISCLOSURE.

TL may disclose to User, or User may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of TL Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use TL Information only for the specific purposes and scope as agreed to within these Terms & Conditions. Any disclosure of Our Information to a third party, specifically including a direct competitor, is strictly prohibited and will be vigorously challenged in a court of law. All obligations contained herein shall survive the termination of this agreement. Furthermore, You acknowledge that TL Information is proprietary, confidential and extremely valuable to us, and that we would be materially damaged by Users disclosure of TL Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief.

To improve the System, TL consistently will make update and provide expanded services based upon User needs. Users interacting and transmitting with the System, automatically grant TL the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display User information located on the System (in whole or part) throughout the universe and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User information. By interacting with the System or transferring information You agree that

TL, its affiliates, and assigns are licensed to use the information in a manner that is legal and we deem reasonable in our sole and independent judgment.

Information provided by TL or its third party information providers is protected by federal copyright law, and is proprietary to TL and/or its third party information providers.

## COPYRIGHT

The protected information found on the TL System includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited unless permission is granted in writing by TL. TL owns, solely and exclusively, all rights, title and interest in and to the TL System, all the content (including, for example, audio, photographs, illustrations, graphics, pictures, drawings, sketches, other visuals, video, copy, recordings, software, artwork, images, text forms, etc.), code, TL and materials thereon, the look and feel, design and organization of the TL System, and the compilation of the content, code, TL and materials on such System, including but not limited to any copyrights, trademark rights, patent rights, TL base rights, moral rights, and other intellectual property and proprietary rights therein. Your use of the TL System does not grant to You ownership of any content, code, TL or materials User may access on these Systems.

## TRADEMARK

All trademarks, logos, service marks and trade names displayed on TL's System are registered to Truck Lens, LLC and shall not be used unless authorized by TL. Those that are not the property of, or licensed to Truck Lens, LLC, are acknowledged on the System. Nothing contained on any TL System should be construed as granting, by implication, any license or right to use any trademark without our written permission or that of the third party rights holder. Your misuse of any trademark is strictly prohibited. If You would like to license the use of any of our trademarks or have questions regarding trademarks, please contact us.

## USER ACCOUNT MAINTENANCE/ SERVICING.

To access our System You must register. You agree to provide true, accurate and complete information as prompted by the registration form and all forms User accesses in our site or receive directly from a TL representative, and User agree to enter and this information to maintain its truthfulness, accuracy, and completeness. By subscribing to any TL System, You authorize TL to include User information in the TL Directory. This includes publicly available TL about your company, such as your DOT profile information, as well as information User has provided TL about your company and operations. All TL Directory information may be viewed by active TL subscribers.

TL shall, from time to time, at our sole discretion, make changes to certain of the Terms & Conditions. Notification of any changes will be highlighted on the TL System associated with this agreement or TL website, accessible via a link entitled TL Terms & Conditions, in advance of any such change. Your continued use of the System after any changes shall constitute your agreement. TL reserves the right (1)

to modify, discontinue or suspend any aspect of our System or site at anytime, and (2) to impose limitations/restriction or restrict access to our System without notice or liability.

Users agrees to abide and authorize recommended & required system requirements, including amendments and upgrades thereto as published by TL from time to time, and agree that TL's System shall not be installed or used on any computer system that does not meet minimum requirements.

#### COMPLIANCE WITH LAWS

User agrees to comply fully with all applicable laws, rules, or regulations, domestic or foreign, including but not limited to the laws and regulations concerning import and export of goods, the Foreign Corrupt Practices Act and other laws prohibiting bribery, nondiscrimination, forced or involuntary labor, and equal opportunity in employment.

#### 3RD PARTY CONTENT

This System may, from time to time, contain links to other Internet websites for the convenience of users in locating information, products, or services that may be of interest. These sites and any other sites operated or maintained by third parties are operated or maintained by organizations over which TL exercises no control, and TL expressly disclaims any and all responsibility for the content, information, links, and other items, the accuracy and completeness of the information, and the quality of products or services made available or advertised on these third-party sites. TL does not control, endorse, promote, or have any affiliation with any other website unless expressly stated herein.

#### MIS-USE OF MEDIA POSTINGS, MONITORING, INDEMNIFICATION.

User is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that could be considered a criminal offense, give rise to civil liability, or otherwise violate any law. TL will fully cooperate with any law enforcement authorities or court order requesting or directing TL to disclose the identity of anyone posting any such information or materials. TL reserves the right to remove messages or material posted by Users from the System in part and/or its entirety, as deemed appropriate. User agrees to indemnify, defend and hold harmless TL from all damages, costs and expenses, including reasonable attorneys' fees and costs arising out of all claims, challenges or actions, including claims for infringement, libel and slander, related to User submission and/or actions.

#### PRIVACY STATEMENT.

TL respects your privacy and security. TL's goal is to provide You with a productive Internet experience that delivers the information, resources, and services that are most relevant and helpful to You. In order to achieve this goal, TL may collect information during your visits to understand what differentiates You from other users. This Privacy Statement incorporated and made a part hereof, discloses the information gathering and dissemination practices of TL.

## DISCLAIMER OF WARRANTY AND LIABILITY.

THIS SERVICE AND THE CONTENT ON AND MADE AVAILABLE HEREIN, AND THE SERVICES AND PRODUCTS OFFERED IN CONNECTION THEREWITH ARE MADE AVAILABLE ON AN "AS IS" BASIS ONLY. USE OF THIS SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. TL MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THIS SERVICE AND THE CONTENT ON AND MADE AVAILABLE THROUGH THIS SERVICE, AND THE SERVICES AND PRODUCTS OFFERED IN CONNECTION THEREWITH, EXPRESS AND IMPLIED, WRITTEN AND ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, AND OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUALITY, SYSTEMS INTEGRATION, AND NON-INFRINGEMENT. TL shall not be liable for any direct, special, indirect, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, including, without limitation, lost revenues or lost profits, which may or does result from the use of, access to, or inability to use this System, the content, or the products or services connected therewith, regardless of legal theory, whether or not any party had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail their essential purpose. You acknowledge that TL's sole obligation and exclusive responsibility in the event of material and continuing non-conformity, defect or error in the System shall be to take reasonable corrective actions upon discovery of the problem, and in no event shall TL and/or its third party information provider's cumulative liability under this agreement exceed the total fees paid by You to TL during the preceding 3 months. TL's liability is limited to the fullest extent permitted by law.

## INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless TL, its contractors/subsidiaries/affiliated companies, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorneys' fees and litigation expenses) relating to or arising from this System, your use of this System (or any derivatives of this System offered to You) or any use under your password whether or not authorized by User, your fraud, violation of law, or willful misconduct, and any breach by You of these Terms & Conditions, including, but not limited to, your use of our site, uploading, emailing, posting, publishing, transmitting or submitting any content related to our site, or any misrepresentation, breach of warranty or certification made by You.

## BILLING.

You shall pay all fees at the current rates in accordance with the current TL payment policies, which shall be modified from time to time at the sole discretion of TL; customarily by written notice specified on your invoice. You are responsible for all taxes. Certain Systems shall require pre-paid fees and TL payment policy may not apply to certain other Systems.

If any amount due TL is not paid as specified, such amount will be subject to a finance charge, equal to 1.5% of the unpaid balance per billing period (20% per annum) or the highest amount allowable by law whichever is greater. TL shall apply all payments on accounts first to finance charges, and the remainder, if any, to the principal. TL reserves the right to hold User responsible for reasonable costs associated with collection, including but not limited to collection agency fees.

Payment is due while service is active even if not used. You agree that any returned payment shall be subject to a returned payment fee. Prices are subject to change upon notice. TL reserves the right to deny service to anyone at its sole discretion and to cancel service upon reasonable notice and/or reasonable attempts to notify.

For credit card customers, You understand that your credit card shall be charged for the services selected immediately upon receipt of your access passwords. Thereafter, your credit card may be charged in advance for services provided. TL System subscriptions will initiate at date of purchase and billing shall be conducted every twenty-nine (29) days.

#### SECURITY DEPOSIT.

TL reserves the right to require a security deposit payable in advance of initiating any service and retain such deposit for a duration determined solely by TL.

#### DISPUTES.

All billing disputes must be presented in writing to TL within thirty (30) days of invoice. Direct inquiries to [info@trucklensnow.com](mailto:info@trucklensnow.com)

#### TERMINATION POLICY. (As Applicable.)

TL may with or without notice, terminate your access to this System in the event You violate these Terms & Conditions or for any reason or for convenience. TL may deny or cancel service immediately at its sole discretion if complaints are received. User may request to terminate at any time upon no less than 30 days advance written notice. Upon termination, immediately discontinue your use of the System and destroy all materials obtained from the System. Payment obligations, as agreed to by You in writing, in advance of termination, shall survive termination. In the event You terminate a contract early, TL reserves the right to charge back multiple month term contract sign-up discounts received.

#### ADDITIONAL TERMS.

Certain features, programs, products or services shall contain separate terms and conditions, which are in addition to these TL Terms & Conditions. In the event of conflicting provisions, the additional terms and conditions will govern.

#### MISCELLANEOUS PROVISIONS.

You accept that TL has the right to change the content or technical specifications of any aspect of the System at any time, at its sole discretion.

These Terms & Conditions and any terms hereto represent the entire agreement between You and TL with respect to the subject matter hereof, supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements between us, and will be governed by and construed in accordance with the laws of the State of Maryland. The waiver or failure of TL to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under these Terms & Conditions. In the event TL retains legal counsel to enforce this agreement it shall be entitled to receive attorney's fees, including fees on appeal, whether or not suit or action is commenced. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions remain in full force and effect.

#### CONTACT US.

If you wish to report a concern regarding these Terms & Conditions, have any questions or need assistance, please contact us via email at [info@trucklensnow.com](mailto:info@trucklensnow.com).