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Terms of Participation Truckstop's Partner Referral Program

This Agreement ("**Agreement**") sets forth the terms and conditions that govern Company's access to and participation in Truckstop's Partner Referral Program described herein and Truckstop's Partner Marketplace and is between The Internet Truckstop, LLC, a Delaware Limited Liability Company, having its principal place of business at 1444 S. Entertainment Avenue, Suite 110, Boise, ID 83709 ("**Truckstop**") and the natural person, company or other legal entity accepting this Agreement, and affiliates of that company or entity ("**Company**" or "**you**"), and together with Truckstop, the "**Parties**", and each, a "**Party**". This Agreement is effective as of the date that Company accepts this Agreement ("**Effective Date**") by: (1) clicking a box indicating Company's acceptance; (2) executing an ordering document that references this Agreement; (3) accessing Truckstop's Partner Marketplace; or (4) participating in Truckstop's Partner Referral Program. By accepting this Agreement, you represent and warrant that you have the authority to bind the Company or legal entity and its affiliates. If you are a natural person, you confirm that you are at least 18 years old and that your active legal capacity is not restricted.

Background

Truckstop is in the business of selling subscription-based products that are designed to aid the transportation industry in making data-driven decisions with real-time freight management solutions. Any Truckstop SaaS product offering that:

(1) qualifies as a subscription-based SaaS product whereby the product is offered in exchange for a subscription fee for a fixed amount of time; and (2) that is, as of the Effective Date, owned, marketed, and sold by Truckstop and its affiliate companies will be known collectively as the "**Truckstop Products**." Truckstop wishes to gain additional active Truckstop Product subscribers ("**Customers**") and Company can refer potential Customers to Truckstop. Specific to this Agreement, Truckstop Factoring offerings are excluded from the Truckstop Product portfolio and will not be subject to any compensated Referral Reward. The Parties wish to memorialize the sales lead referral arrangement described below and Company's participation in Truckstop's Partner Marketplace by way of this Agreement.

Terms

1. **Engagement.** Upon the Effective Date of this Agreement, the Company may, from time to time, refer potential Customers to Truckstop Products. "**Qualified Referral**" means a net-new lead or an existing lead that has been identified but is not currently active and has not been in an active sales cycle for the preceding thirty (30) days with Truckstop, who has spoken with a Truckstop account executive to discuss the Truckstop Product, has an active FMCSA Authority, and adequate budget and need. Customers must use Company's unique referral URL provided by Truckstop to qualify as a Qualified Referral. "**Closed Won Customer**" means a Qualified Referral with the authority to execute a valid, binding agreement, that has subsequently executed a valid and binding agreement for a Truckstop Product and has been actively using the Truckstop Product and is in good standing (as determined by Truckstop) for no less than thirty (30) consecutive days within ninety (90) days from the date deemed a Qualified Referral.

2. **Referral Reward.** Subject to the terms of this Agreement and as consideration for the services described, for each Closed Won Customer that purchases a Truckstop Product from Truckstop pursuant to a validly executed purchase agreement, Truckstop will pay Company a



referral reward (the “**Referral Reward**”) in accordance with this Agreement and the Referral Reward Schedule, which will be provided to you after your acceptance into the program, and is incorporated by reference. Truckstop may modify the Referral Reward during the Term.

3. **Restrictions.** Company cannot refer themselves or create multiple, fictitious or fake accounts. Company may not use Referral Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Referral Program. In addition, Company may not (i) tamper with the Referral Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit of the Referral Program. Any attempt to deliberately damage or undermine the legitimate operation of the program may be in violation of criminal or civil laws. Should such an attempt be made, Truckstop reserves the right to seek remedies and damages, including attorney’s fees, to the fullest extent of the law including criminal prosecution.

4. **Bulk Distribution.** Company is the actual sender of emails and must comply with applicable law, including anti-spam laws. Referrals must be created and distributed in a manner that is appropriate and customary for communications with colleagues and business associates. By submitting any email address as part of the Referral Program, Company represents that it has the appropriate permission and consent.

5. **Sole Authority.** The prices, terms, and conditions under which Truckstop offers or sells a Truckstop Product will be determined by Truckstop in its sole discretion. Truckstop will have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of a Truckstop Product. Nothing in this Agreement will obligate Truckstop to offer or sell a Truckstop Product or consummate any transaction with any potential Customer (or Qualified Referral). Truckstop may terminate any negotiations or discussions at any time and has the right not to proceed with any sale without any liability or obligation to pay compensation to the Company.

6. **Party Relationship.** This Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Company and Truckstop for any purpose. Company has no authority (and will not hold itself out as having authority) to bind Truckstop and Company will not make any agreements or representations on Truckstop's behalf without Truckstop's prior written consent. Truckstop, at its sole discretion, may remove Company from the referral program at any time.

7. **Confidentiality.** All non-public, confidential, or proprietary information of Truckstop, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Truckstop to Company, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement, is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Truckstop in writing. Upon Truckstop's request, Company will promptly return all documents and other materials received from Truckstop. Truckstop will be entitled to injunctive relief for any violation of this Section. This Section will not apply to information that is: (a) in the public domain; (b) known to the Company at the time of disclosure; or (c) rightfully obtained by the Company on a non-confidential basis from a third party.

8. **Term and Termination.** This Agreement commences on the Effective Date and will remain in effect until either party terminates this Agreement in accordance with the terms contained herein (the “**Term**”). Either Party may terminate this Agreement and Company's participation during the Term upon written notice to the other Party, for any reason and without penalty. Notwithstanding the forgoing, Company will provide Truckstop with at least thirty (30) days' written notice prior to termination.

9. **Indemnity.** Company will indemnify, hold harmless, and at Truckstop's option, defend Truckstop and its officers, members, directors, employees, agents, representatives, attorneys, successors, predecessors, from and against any all actual or threatened claims, losses,



damages, liabilities, costs, demands and expenses, including reasonable attorneys' fees, incurred by reason of or arising out of or in connection with (a) Company's breach of this Agreement; (b) any act or omission by Company, including Company's agents or employees which results in a third-party claim against Truckstop; (c) any infringement of the intellectual property rights of any third-party; (d) Truckstop's performance of the Services in accordance with this Agreement; (e) Company's use of the Services, or (d) Company's violation of any anti-spam laws. Company may not settle any third-party claim against Truckstop unless Truckstop consents to such settlement, and further provided that Truckstop will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

10. Limitation of Liability. IN NO EVENT WILL TRUCKSTOP BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS AND/OR YOUR USE OF THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, INCLUDING TRUCKSTOP DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE AGGREGATE, CUMULATIVE LIABILITY OF TRUCKSTOP (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE WILL EXCEED \$100.00 OR THE REFERRAL REWARD ACTUALLY PAID BY TRUCKSTOP TO COMPANY UNDER THIS AGREEMENT.

11. Disclaimer of Warranties. TRUCKSTOP DOES NOT REPRESENT OR WARRANT THAT THIS AGREEMENT WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE TO THE COMPANY. TRUCKSTOP HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE.

12. Inspection Rights & Reporting. The Parties may, at their own expense and as reasonably necessary, inspect the other Party's accounting reports or records related to the transactions described in this Agreement. The requesting Party must provide reasonable notice of its intent to inspect. All inspections will be performed during normal business hours. Each Party may not conduct more than four (4) inspections per year. From time to time and as reasonably requested, the Parties may request a report listing all Qualified Referrals and Closed-Won Customers acquired through the referral program described in this Agreement from one another. The Parties agree that the administrative fee to generate these reports is nominal and the requesting Party is not responsible for fees associated with this request.

13. Partner Marketplace. In addition to the terms contained here, Company hereby acknowledges that Company's participation in Truckstop's Referral Program provides Company with access to Truckstop's Marketplace. Company understands its' access to and use of Truckstop's Marketplace and the Services described therein is subject to Truckstop's Marketplace Terms of Use located at <https://truckstop.com/marketplace-terms/>, which may be amended from time to time, and are incorporated herein. Company agrees to be bound by the terms of Truckstop's Privacy Policy, located at <https://truckstop.com/privacy-policy/>, which may be amended from time to time and are incorporated herein.

14. Updates or Modifications. Truckstop may modify or replace the terms of this Agreement (including the Referral Rewards) the Partner Marketplace Terms of Use, and/or any Truckstop



referral program from time to time and in its' sole discretion without notice to Company by posting a revised version at [https://truckstop.com/marketplace- terms/](https://truckstop.com/marketplace-terms/) or by otherwise notifying Company. To the extent practicable, Truckstop will notify Company of any change it deems material. Company's continued participation in the referral program described herein after any such changes will constitute acceptance of the revised terms. Company's continued use, participation, or acceptance of Referral Reward after any such changes will constitute acceptance of the revised terms.

15. Miscellaneous. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "**Notice**") by Company must be in writing and addressed to Truckstop at the address set forth in this Agreement with email copy to tslegal@truckstop.com. All Notices must be delivered by electronic mail, personal delivery, nationally recognized overnight courier (with all fees pre-paid), or by certified or registered mail (in each case, return receipt requested, postage prepaid). This Agreement will be governed in all respects by the laws of the State of Idaho exclusively, as such laws apply to contracts between Idaho residents performed entirely within Idaho. The Parties agree that they will bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Idaho or in state court in Ada County, Idaho, and the Parties irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding. Company may not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Truckstop. Any purported assignment or delegation in violation of this Section will be null and void. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Company acknowledges that Truckstop may access, disclose, or allow third -parties access to Company's data or any other data, information, or content provided to Truckstop to comply with the law or respond with lawful requests or legal processes. This Agreement, including the policies, terms of use, and Referral Reward Schedule incorporated by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter unless otherwise stated herein. Except as provided for in Section 7, this Agreement shall not confer any benefits, rights or remedies upon any person or legal entity not a party to this Agreement. The Parties are independent contractors, not agents, partners or joint venturers. Upon termination of this Agreement, those provisions that by their nature are intended to survive termination will so survive including, but not limited to Sections 5, 7, 9, 10, and 13.

End of Agreement