

PayEngine Terms and Condition

PayEngine and www.pay-engine.com and all subdomains (including Payor specific subdomains) are operated by FreightRover LLC (“Provider”). By visiting the website, web portals and/or application (collectively, the “Platform”) at any time, including through a third-party website or web portal, through you and your employer or entity you are representing and hereby agree to be bound by the following PayEngine Terms and Conditions (“Terms and Conditions”). If you are accepting and/or executing on behalf of your employer or another entity, you represent and warrant that you have the full legal authority to bind your employer or such entity to these Terms and Conditions. If you do not have such legal authority, or you do not agree with the Terms and Conditions you must not accept these Terms and Conditions and you may not use the Platform or Services. By using the Platform, you hereby agree that these Terms and Conditions constitute a legally binding agreement between you and/or your employer or entity you represent and Provider.

1. The Services

1.1. Creating an Account. You are registering to the Platform as a “Payor” which in the normal course of its business, purchases goods and/or services from third-party vendors which extend trade credit to Payor. To use the Services, Payor must register for an account (“Account”) via the website at www.freightrover.com, www.pay-engine.com, [www.\[Payor\].pay-engine.com](http://www.[Payor].pay-engine.com), or Provider application and provide certain information as prompted by the registration form. Provider may register an Account on behalf of Payor. Payor represents and warrants that all registration information it submits is truthful and accurate at the time it is submitted and/or validated. Payor is responsible for maintaining the confidentiality of its login credentials and is fully responsible for all activities that occur on the Platform under its Account. Payor agrees to immediately notify Provider of any unauthorized use, or suspected unauthorized use, of the Account or any other breach of security. Provider is not liable for any loss or damage arising from Payor’s failure to comply with these requirements.

1.2. Electing the Services. The “Service(s)” include PayEngine which is the Platform on which Payor may process invoices and authorize payment of its third-party vendors (each a “Payee” or collectively “Payees”) and Integration Services.

1.3. Performance of the Services. To use the Services, Payor needs compatible hardware, software, valid email address, and internet access; the performance of the Services may be affected by these factors.

1.4. Information Exchange. In order to integrate with as many software packages as possible, Provider offers three ways for external systems to send information from the Payor to the Platform including Web Services, EDI, and File Upload (each a “Communication Method”). Provider offers a rich, scalable, and highly secure set of web services based on REST methodology which allows for rapid integration with the Platform (“Web Services”). Provider further offers the ability to utilize electronic data interchange to send and receive documents such as purchase orders and invoices (“EDI”). If Web Services and EDI are not available for a Payor, Provider offers methods for uploading documents from Excel spreadsheets through a web portal (“File Upload”). Provider will provide certain integration services to enable the Communication Method for Payor (“Integration Services”) were, if elected, Payor and Provider will cooperate in good faith to connect the Platform to Payor’s system(s) and each party will be responsible for its own costs.

1.5. Geographic Restrictions. The Services, and certain content available within the Services, are currently available only in some countries. Payor agrees that you will not present any false, inaccurate or misleading information in an effort to misrepresent yourself as a resident of a supported country, and you will not attempt to circumvent any restrictions on access to or availability of the Services or content available within the Services.

1.6. Inapplicability of Other Terms and Conditions. Any terms and conditions on any transactional or shipment-specific document, including any invoice, tariff, bill of lading, dock receipt, or similar documentation exchanged in connection with a shipment offered by Payor or transported by a carrier, or invoice from a Payee

1.7. Supply Chain Financing Transactions. To use Supply Chain Financing Provider to pay all fees and charges Payor owes Provider, Payor must be enrolled with a Supply Chain Finance Provider and shall establish credit with Supply Chain Finance Provider according to the terms and condition of a separate Payment Processing Agreement by and between Payor and Supply Chain Finance Provider. Payor acknowledges that any fees or charges assessed by Supply Chain Finance Provider in relation to an Approved Invoice through PayEngine are the responsibility of Payor.

2. PayEngine Services

2.1. PayEngine. PayEngine provides Payees with the option to elect between payment on the Standard Payment Period or to elect early payment at a discount (“QuickPay”) according to the terms of the Payment Processing Agreement by and between Payor and Supply Chain Finance Provider.

2.2. Validating Invoices. By providing, approving and/or validating any invoice for a Payee in PayEngine (“Approved Invoice”), Payor authorizes Supply Chain Finance Provider to make payment of the Approved Invoice to Payee according to the terms and conditions of the Payment Processing Agreement. Once the Approved Invoice is submitted, the Payor (i) will be deemed to have accepted the goods and services that are the subject of the Approved Invoice; and (ii) will be deemed to have waived any dispute related to the Approved Invoice. The Approved Invoice may be immediately eligible for QuickPay by Supply Chain Finance Provider, subject to the terms and conditions of the Payment Processing Agreement. Payor may not rely on any dispute or any objection to the nature or quality of the goods and services billed under the Approved Invoice as a defense to payment of the Approved Invoice to Supply Chain Finance Provider.

2.3. Invoice Information. Each Approved Invoice approved in PayEngine must include the following: (i) bill of lading number, Pro number, or invoice number; (ii) Geographic Information (pick-up and delivery addresses); (iii) carrier DOT (required for motor carriers), SCAC, or EIN Number; (iv) Payee Name; (v) Payee contact information; (vi) rate/invoice amount; (vii) rate type; (viii) invoice date; and (ix) signed BOL and/or invoice paperwork; (the “Invoice Information”). Invoice Information for each Approved Invoice will be entered by Payor. Payor represents and warrants that Invoice Information entered or provided for Approved Invoice posted to PayEngine are accurate.

2.4. Imaging Services. Payees may elect to enable imaging services for Payor which provide the images of Payor’s required invoice information from the Payee to the Payor (“Imaging Services”). The Imaging Services are available from Provider or from Pegasus Trasnflo, a Third-Party Vendor of imaging software and subject to Pegasus’ terms and conditions.

2.5. Use of Invoice Information. Payor hereby grants Provider an irrevocable, nonexclusive, royalty-free, sublicenseable to use, collect, process, copy, store, generate, and display Invoice Information. Provider agrees that unless the Invoice Information was lawfully known by Provider, in the public domain at the time it was disclosed, or falls into the public domain after it was disclosed, it shall; (a) use commercially reasonable efforts to keep and maintain Invoice Information confidential to avoid unauthorized access, use, or disclosure; and (b) use and disclose Invoice Information for the purpose of providing or operating the Service, such use and disclosure being in accordance with this Agreement and applicable law. Provider may, however, aggregate non-personalized and non-identifiable data from Payor including Invoice Information for any purpose, including improving the Services.

2.6. Payee Payment. A Payee must be registered in the Platform in order to receive payment through PayEngine. Payee’s payment of Approved Invoice(s) is governed by the Payment Process Agreement by and between Payor and Supply Chain Finance Provider. Supply Chain Finance Provider will pay the Payee the Approved Invoice if the Payee elects payment at the Payor’s Standard Payment Period as defined in the Payment Process Agreement. Supply Chain Finance Provider may charge Payee a fee for QuickPay.

2.7. Authority & Indemnity. Payor represents and warrants that it has the requisite authority to submit the Approved Invoices through PayEngine. Payor will defend, indemnify, and hold harmless Provider, its owners, officers, directors, employees, and affiliates from any and all claims brought by any Payee alleging that Provider has violated any federal, state, or other law regarding authority to offer Approved Invoices through PayEngine, provided that Provider has complied with its obligations under this Agreement in respect of that Payee.

3. General Terms.

3.1. Licenses. Licenses to use the Services and/or Platform are provided by Provider. Provider is not a party to the any contract or user agreement between Payor and Payee. The Payor and/or Payee is solely responsible for its content, warranties, and claims that Payor may have with the Payee.

3.2. Support. Provider is responsible for providing support for the Services it provides directly, or as required under applicable law.

3.3. Governing Law and Choice of Forum. This Agreement will be governed by the laws of the United States and of the State of Indiana, without regard to the choice-of-law rules of that or any other jurisdiction. The parties agree that any claim or dispute arising from or in connection with this Agreement, or with respect to any aspect of the relationship between the parties, whether under federal, state, local, or foreign law, must be brought exclusively in the state or federal courts serving Marion County, Indiana. The parties consent to the jurisdiction of these courts.

3.4. Contract Changes. Provider reserves the right to add new or additional terms or conditions on Payor’s use of Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Payor’s continued use of the Platform will be deemed acceptance of those modified or additional terms.

3.5. Notice. Any notices to be given pursuant to this Agreement to Provider shall be in writing and shall be delivered to Provider by hand delivery, or by certified mail or a recognized overnight courier, or email at PayEngine - 155 E. Market St. Suite 220, Indianapolis, IN 46204 Attn: Legal legal@freightrover.com and if to Payor to addresses listed in the Account.

3.6. Privacy. Payor’s use of Services is subject to FreightRover’s Privacy Policy, which is available at www.freightrover.com/privacy.

3.7. Intellectual Property. Payor agrees that the Services contain proprietary information and material that is owned by Provider, its licensors, or the Third-Party Vendors, and are protected by applicable intellectual property and other laws, including but not limited to copyright. Payor may not use such proprietary information or materials except for use of Provider in compliance with this Agreement. The “FreightRover” and/or (“PayEngine”) name(s) and other Provider trademarks, service marks, graphics, and logos are trademarks or registered trademarks of Provider. Payor is granted no right or license with respect to any of the aforesaid trademarks.

3.8. Term. This Agreement will become effective on the Effective Date and will continue for one (1) year (the “Initial Term”). This Agreement will automatically renew thereafter on a year-to-year basis (each one-year term a separate “Renewal Term”) unless terminated.

3.9. Termination. Provider may terminate this Agreement immediately in the event Payor materially breaches this Agreement (including but not limited to abuse of the Services). Provider may also terminate this Agreement immediately in the event Payor does not post at least one Approved Invoice to PayEngine during any period of thirty (30) consecutive days. Payor may terminate this Agreement, but only in the event that Provider materially breaches this Agreement and fails to cure such material breach within thirty (30) days or Payor

terminates its agreement with Supply Chain Finance Provider and provides proof of such termination to Provider. After the Initial Term, either party may terminate this Agreement during a Renewal Term by giving written notice to the other party at least thirty (30) days prior to the end of the Renewal Term. Provider and Payor shall have no obligations under this Agreement after the date of termination, provided, however, that such termination shall not excuse the parties from any obligation or liability under this Agreement that accrues prior to or upon the effective date of the termination, or that expressly survives termination or expiration of this Agreement.

3.10. Disclaimer of Warranties & Limitations on Liability

Regardless of the Services elected, Provider is not a party to any agreement or transaction between the Payor and Payee. Provider does not endorse, recommend or refer any Payee and does not have any control over the Payee. All Payees make their own decisions and you acknowledge and agree that we are not in any way arranging transportation services on your behalf.

Provider does not guarantee, represent, or warrant that Payor's use of the Services will be uninterrupted or error-free, and client agrees that, from time to time, Provider may remove the Services for periods of time or otherwise limit or disable Payor's access to the Services. Payor's use of, or inability to use, the Services is at its sole risk. The Services are provided "as is," "with all faults," and "as available" for Payor's use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

In no case shall Provider, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages relating to or arising from Payor's use of the Services, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as a result of the use of the Services, transmitted, or otherwise made available via the Services, even if advised of their possibility. In any jurisdiction that does not allow the exclusion or the limitation of liability for consequential or incidental damages, Provider's liability shall be limited to the extent such limitation is permitted by law.

Payor's submission of information in connection with the Services is at its sole risk, and Payor hereby releases Provider from any and all liability to client for any loss or liability relating to such information. Provider will utilize commercially reasonable practices in providing the Services to Payor. However, Provider does not represent or guarantee that the Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and client hereby releases Provider from any liability relating thereto.

3.11. Waiver and Indemnity.

Payor agrees, to the extent permitted by law, to indemnify and hold Provider, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of (i) Payor's breach of this agreement; (ii) Payor's use of the Services to the extent attributable to Payor's conduct; (iii) the inaccuracy of any rate information supplied by Payor posted to PayEngine; or (iv) any action taken by Provider as a result of its finding or decision that a violation of this Agreement has occurred. Payor shall not sue or recover any damages from Provider, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information, to terminate Payor's access to the Services, or to take any other action during the investigation of a suspected violation or as a result of Provider's conclusion that a violation of this Agreement has occurred. This section applies to all violations described in or contemplated by this Agreement.

Provider agrees, to the extent permitted by law, to indemnify and hold Payor, its directors, officers, employees, affiliates, agents, contractors, harmless with respect to any claims relating to (i) payments made in relation to an Approved Invoice processed through PayEngine by Payor where the rate information supplied by Payor is accurate but displayed on PayEngine incorrectly in a way that impacts amounts paid to Payee; or (ii) any claim of infringement of any intellectual property owned by a third-party asserted against the Payor that is attributed to Payor's use of the Provider's Services as contemplated under this Agreement, accept to the extent that such claim(s) is(are) caused by the gross or willful misconduct of the Payor.

3.12. Doing Business Electronically. Payor and Provider consent to receive communications from each other in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Provider provides to Payor electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing, provided the sender of the electronic communication can be authenticated using commercially reasonable means.

3.13. Miscellaneous Provisions. This Agreement constitutes the entire agreement between Payor and Provider governing Payor's use of the Services, and it supersedes any prior agreements with respect to the same subject matter between Payor and Provider. Payor may also be subject to additional terms and conditions that may apply when the Services are utilized. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intent of the parties, and the remaining portions shall remain in full force and effect. Provider's failure to enforce any right or provision in this Agreement will not constitute a waiver of such or any other provision. Provider will not be responsible for failures to fulfill any of its obligations under this Agreement that result from causes beyond Provider's control. Payor agrees to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Payor's use of the Services. All monetary references are made in U.S. dollars (\$).

Effective: February 2019