

## RELAY SYSTEM INTEGRATION AGREEMENT

This **RELAY SYSTEM INTEGRATION AGREEMENT** (the "Integration Agreement") is effective as of **DATE** (the "Effective Date"), by and between **Relay Payments Inc.** ("Relay") on the one hand, and **CUSTOMER NAME** ("Company"), on the other (each individually referred to as a "Party" and collectively referred to as the "Parties"), and is an appendix and addition to that Member/Merchant/Master Service Agreement (MSA), executed between the Parties.

**WHEREAS**, Relay is a technology company that provides transaction processing and related services to Brokers, Carriers, and Driver networks (each, a "**Relay Customer**" or "**Customer**") in the logistics industry;

**WHEREAS**, Company is a commercial trucking company, also known as a Carrier, seeking to use the Relay system to pay for goods and services;

**WHEREAS**, Company seeks to custom integrate its computer system with the Relay system to enable use of certain Relay services;

**NOW, THEREFORE**, to accomplish these mutual goals, and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. Definitions

- 1.1. "**Relay Products**" shall refer to the suite of products offered by Relay that enable Members and Merchants to connect to and use the Relay system and services.
- 1.2. Remaining capitalized terms shall have the same meaning ascribed to them as set forth herein or in the MSA.

2. **Integration Services.** The Parties hereby agree that Relay shall connect the Relay system via Relay's application programming interface ("API") to Company's transportation management system ("TMS") (hereinafter referred to as the "Integration Services"). The Integration Services shall enable Company to manage its Relay Account and generate RelayCode identifiers (pursuant to the MSA) using the TMS.

- 2.1. **SOW.** The Parties shall agree on a reasonable Statement of Work, if applicable, in substantially the form attached hereto as Exhibit 1, within sixty (60) days of the execution of this Agreement. The SOW shall set forth the timeline estimate and requirements for each Party for the completion of the Integration Services.

### 3. Intellectual Property Rights.

- 3.1. **License.** Relay hereby grants to Company a non-exclusive, worldwide, royalty-free limited license to access and use the Relay system via Relay's API and other middleware and software identified herein.
- 3.2. **Reservation of Rights.** No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of Relay Products, services, system, information, in whole or in part, is granted herein except as expressly provided. Neither Company nor any of its affiliates shall reverse engineer, decompile or disassemble, modify or disassemble the Relay system, or remove, modify or tamper with the

copyrights, branding trademark notifications displayed in or on the Relay system without express permission from Relay.

- 3.3. IP Rights.** Except as set forth elsewhere herein, all right, title and interest, including all intellectual property rights, in and/or related to the Relay Products and made available in connection with the Relay API, including but not limited to computer programs, hardware, trademarks, service marks, patents, copyrights, trade secrets, brands, know-how, and other proprietary rights in or related to Relay Products and services, are and will remain the sole and exclusive property of Relay, and Relay shall own all rights, title and interest, in and to any improvements or modifications thereto.
- 4. Audit Rights.** Company agrees to cooperate fully with Relay in conducting a review of Company's use of any middleware and API for compliance with this Agreement and in order to comply with Relay's annual audit requirements.
- 5. Relationship of the Parties/ Independent Contractors.** This Agreement does not create a legal partnership, joint venture, pooling arrangement, agency relationship, or formal business organization or entity of any kind between or among the Parties. The relationship of the Parties hereunder is that of independent contractors. Neither Party is the agent, partner, or representative of the other and has no express or implied power or authority to obligate or bind the other Party or speak or act on the other Party's behalf. Each Party represents and warrants that it will not take any action that might cause a third party to believe that the other Party can assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, subcontract, agreement, or undertaking with any third party.
- 6. Taxes.** Each Party acknowledges and agrees that it, and not the other Party, is responsible for paying any and all federal, state, dominion, provincial, local, sales, or other taxes, government-imposed fees, or duties that are levied or imposed on it by reason of the transactions contemplated by this Agreement based on any existing tax, tariff, or governmental revenue laws in force now subsequently enacted or put in place.
- 7. Term and Termination.**

  - 7.1. Term.** The term of this Agreement shall commence upon execution by both Parties and continue following the completion of the Integration Services to enable continued API connection, unless terminated earlier by either Party as provided herein or superseded by a new agreement between the Parties.
  - 7.2. Termination.** Either Party may terminate this Agreement at any time, with or without cause, by giving the other party ninety (90) days' written notice of termination. Either Party may terminate this Agreement immediately, in the event that the other party (i) engages in any illegal activity of any type; (ii) uses its web site or any links therefrom to promote any content which the other party, in its sole discretion, believes is misleading or abusive, or otherwise considered a Prohibited Use (as such term is defined in the MSA) ; (iii) takes action which the other party, in its sole discretion, believes dilutes, blurs, tarnishes, or otherwise harms the value of the other party's brand, goodwill, or intellectual property; or (iv) if such termination is directed by any governmental agency.
  - 7.3. Effects of Termination.** Upon the effective date of termination of the Agreement, the Parties' obligations in connection with RelayCode payments (whether before or after such termination) shall survive termination. Within thirty (30) days following any termination of this Agreement,

the Parties shall exchange all data in their possession relating to any payments processed by Relay pursuant to this Agreement and Company. Any connection between the TMS and the Relay system shall be severed by Relay upon the effective date of termination. Additionally, Relay shall remove all API's at Company's cost pursuant to the Integration Fees set forth in the SOW agreed upon by the Parties. Company agrees that Relay shall have ninety (90) days to de-install this software. The Parties shall each be entitled to retain a copy of any and all data necessary to maintain accurate accounting records of the payments processed by and information exchanged with Relay under this Agreement.

8. **“Confidential Information”**. of a party shall mean any and all technical information, know-how, inventions, business information, including information relating to a party’s marketing or development plan, strategies, discoveries, ideas, concepts, processes, techniques, methodologies, business operations, vendors, business systems, customers and prospective customers that is disclosed by one party (a **“Disclosing Party”**) to the other party (a **“Receiving Party”**), in whatever form or medium, which are marked as confidential or proprietary by the Disclosing Party or is of such a type or disclosed in such a way that a reasonable person would understand the information disclosed is confidential or proprietary. “Confidential Information” shall include: (i) all information communicated by one party to the other and identified as confidential or proprietary, whether before or after the date hereof; (ii) all information communicated to it that reasonably should have been understood by the Receiving Party, because of confidentiality or similar legends, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Disclosing Party; (iii) the other party’s software attributes and trade secrets, (iv) the Integration Services, which are hereby identified and protected as Confidential Trade Secret Information and shall remain the exclusive property of Relay; (v) the other party’s technology; and (vi) all information that represents the confidential information of a third party and has been disclosed to a party subject to an obligation of confidentiality. The Receiving Party agrees that it will not disclose and will (1) fully protect Confidential Information disclosed to it with reasonable care, and (2) will not use or disclose or permit the use or disclosure of such Confidential Information to any third party. To the extent that the Parties acknowledge and agree that information it receives as required by the terms and conditions set forth herein for the performance of the Integration Services is confidential or proprietary information, it agrees that it will treat such information in the same manner as data that is subject to Relay’s Privacy Policy, as amended from time to time.
9. **Disclaimer of Warranties and Limitation of Liability**. RELAY WARRANTS AND AGREES THAT ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER USING APPROPRIATELY SKILLED PERSONNEL IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. NOTWITHSTANDING THE FOREGOING, AND UNLESS OTHERWISE EXPLICITLY SET FORTH HEREIN, ALL INTEGRATION SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NEITHER PARTY WARRANTS, EITHER EXPRESS OR IMPLIED, CONCERNING THE ACCURACY, SECURITY, PERFORMANCE, OR FUNCTIONALITY OF ANY SERVICES PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. EXCEPT AS EXPLICITLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS, LIABILITIES, INJURY, OR DAMAGE RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, OR INTERRUPTIONS IN THE RECEIPT, TRANSMISSION, OR STORAGE OF ANY INFORMATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOST DATA, OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH

PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES.

- 10. Notices.** Each Party consents to receive all notices required or permitted to be delivered to it electronically. Each Party represents that it has the ability to retain such electronic communications. Notice shall be deemed given upon the date of receipt (as applicable):

If to Relay Systems: Relay Payments Inc. 400 Galleria Pkwy, Suite 500 Atlanta, GA 30339 legal@relaypayments.com	If to CUSTOMER NAME: SEE CUSTOMER ORDER FORM
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- 11. Counterparts/Electronic Signatures.** This Agreement may be executed in separate counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument.

- 12. Superseding Terms.** To the extent the terms of this Agreement may conflict with the terms of the MSA or the Company's prior Order Form, the terms of this Agreement shall control.