

R+L Carriers reserves the right, from time to time, with or without notice to you, to change these Terms in our sole and absolute discretion. The most current version of these Terms can be reviewed at this URL anytime. The most current version of the Terms will supersede all previous versions. By using the R+L Carriers APIs after changes are made to the Terms you agree to be bound by such changes. Your only recourse if you disagree with the Terms, or changes to the Terms, is to discontinue your use of the APIs. As such, you should review the Terms periodically.

1 Description, Licenses, and Restrictions

1.1 Description of R+L Carriers APIs. The APIs, also referred by R+L Carriers as 'B2B Tools', consist of programmatic web APIs and associated tools and documentation that allow you to create software application(s) or website(s) (your "Application," which includes all components and content thereof) which will display certain data and content from the R+L Carriers website at www.RLCarriers.com ("Website"), as released from R+L Carriers from time to time (the "Content"), subject to the limitations and conditions described herein.

1.2 Developer Accounts and Access Codes. In order to obtain the APIs, you must create a MyRLC account. You will be issued one or more unique security keys, secrets, tokens, passwords and/or other credentials (collectively, "Access Codes") for accessing the APIs and managing your account. You may only access your account with the Access Code issued to you by R+L Carriers. Access may not always be available. You may not sell, transfer, or sublicense your Access Codes to any other party. You may not modify or attempt to circumvent the Access Codes. You are responsible for maintaining the secrecy and security of your Access Codes. You are fully responsible for all activities that occur using your Access Codes, regardless of whether such activities are undertaken by you or a third party. You are responsible for maintaining up-to-date and accurate information (including a current email address and other required contact information) for your account. Failure to do so may jeopardize your continued access to the APIs.

1.3 APIs License Grant. Subject to the terms and conditions in these Terms, we grant you a limited, non-exclusive non-assignable or transferable license under R+L Carriers' intellectual property rights during the Term to use the APIs to develop, test, and support your Application, and to distribute or allow access to your integration of the APIs within your Application to end users of your Application. You have no right to distribute or allow access to the stand-alone APIs.

1.4 Restrictions. In addition to other restrictions contained in these Terms, you agree not to do any of the following, unless expressly permitted by R+L Carriers in these Terms or in writing by R+L Carriers:

- a.** Request or publish information impersonating a R+L Carriers user, misrepresent any user or other third party in requesting or publishing information;
- b.** Allow any third party, including other users, to see information obtained from another user's R+L Carriers network or through another user's view of our Website or the Content;
- c.** Obtain, display or use more Content than is necessary for the operation of your Application;
- d.** Use the APIs or Brand Features for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate these Terms (or any document incorporated into the Terms), or breach any laws or regulations, or violate any rights of third parties, in your use of the APIs;
- e.** Remove any legal, copyright, trademark, watermark or other proprietary rights notices contained in or on materials you receive or access pursuant to these Terms, including the APIs, the materials posted at the Developer Site, and our Website;
- f.** Sell, lease, share, transfer, sublicense or fail to protect the confidentiality of the APIs, Access Codes, or content posted or available in areas of the Developer Site that require Access Codes;
- g.** Charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to R+L Carriers's Content or your integration of the APIs in your Application;
- h.** Use the Content in any advertisements or for purposes of targeting advertisements (whether such advertisement appear in your Application or elsewhere);
- i.** Submit content that falsely expresses or implies that such content is sponsored or endorsed by R+L Carriers;
- j.** Use the Content for generating advertising, messages, promotions, offers, or for any other purpose other than, and solely to the extent necessary for, allowing end users to use the returned Content in your Application;
- k.** Copy, adapt, reformat, reverse-engineer, disassemble, decompile, translate or otherwise modify the APIs, Access Codes, our Website, our Content, or any of our other services;
- l.** Use the APIs in an Application that competes with products or services offered by us;
- m.** Interfere with or disrupt R+L Carriers services or servers or networks connected to R+L Carriers services, or disobey any requirements, procedures, policies or regulations of networks connected to R+L Carriers services;
- n.** Use any robot, spider, site search/retrieval Application, or other device to retrieve or index any portion of R+L Carriers services or collect information about users for any unauthorized purpose;

- o.** Download, scrape, post, or transmit, in any form or by any means, and part of our Website or Content other than Content which you post as part of your Application;
- p.** Transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs;
- q.** Use the APIs in an Application that contains or displays or promotes any of the following: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials (e.g. Nazi memorabilia) or materials urging acts of terrorism or violence, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, the sale of tobacco or alcohol to persons under twenty-one (21) years of age, prostitution, stolen products and items used for theft;
- r.** Use the APIs for purposes where their failure could lead to death, personal injury, or severe property or environmental damage, including operating nuclear facilities, life support, or other mission critical applications where human life or property may be at stake.

1.5 Support and Modifications. We may provide you with support or modifications for the APIs in our sole discretion. We may terminate the provision of such support or modifications to you at any time without notice or liability to you. We may release subsequent versions of the APIs and require that you use such subsequent versions. Your continued use of the APIs following a subsequent release will be deemed your acceptance of modifications.

1.6 Fees. The APIs are currently provided for free, but R+L Carriers reserves the right to charge for the APIs in the future. If we do charge a fee for using the APIs or any feature thereof, you do not have any obligation to continue to use the APIs.

1.7 Monitoring. You agree to provide us with access to your Application and/or other materials related to your use of the APIs as reasonably requested by us to verify your compliance with these Terms. If, following the foregoing, R+L Carriers is not satisfied that full compliance has been demonstrated, then, upon reasonable notice to you, R+L Carriers may perform an audit of materials at your premises to verify your compliance with these Terms. Such audit will be during regular business hours after no less than five business days notice. You agree that we may crawl or otherwise monitor your Applications and you agree not to block or interfere with such efforts by R+L Carriers.

1.8 Usage Limitations. R+L Carriers may limit the number of network calls that your Application may make via the APIs, and/or the maximum Content that may be accessed, or anything else about the APIs and the Content it accesses as R+L Carriers deems appropriate in its sole discretion.

1.9 Security Measures. Your networks, operating system and the software of your web server(s), routers, databases, and computer systems (collectively, "System" or "Systems") must be properly configured to Internet industry standards as required to securely operate your Application. You will not architect or select Systems in a manner to avoid the foregoing obligation. You must promptly report any security deficiencies in or intrusions to your Systems that you discover to R+L Carriers. You will work with R+L Carriers to immediately correct any security deficiency, and will disconnect immediately any intrusions or intruder. In the event of security deficiency or intrusion involving the Application, you will make no public statements (i.e. press, blogs, bulletin boards, etc.) without prior written and express permission from R+L Carriers in each instance.

1.10 R+L Carriers Independent Development. You understand and acknowledge that R+L Carriers may be independently creating applications, content and other products or services that may be similar to or competitive with your Application, and nothing in these Terms will be construed as restricting or preventing R+L Carriers from creating and fully exploiting such applications, content and other items, without any obligation to you.

2 Proprietary Rights

2.1 R+L Carriers Property. As between you and us, we own all rights, title, and interest, including without limitation all intellectual property rights, in and to, the (i) APIs, and all elements, components, and executables of the APIs; (ii) the Content available from the APIs; (iii) our Website; and (iv) our Brand Features (collectively, the "R+L Carriers Materials"). Except for the express licenses granted in these Terms, R+L Carriers does not grant you any right, title or interest in the R+L Carriers Materials. You agree to take such actions, including, without limitation, execution of affidavits or other documents, as R+L Carriers may reasonably request to effect, perfect or confirm R+L Carriers' rights to the R+L Carriers Materials.

2.2 Feedback. You have no obligation to give us any suggestions, comments or other feedback ("Feedback") relating to the R+L Carriers Materials. However, we may use and include any Feedback that you voluntarily provide to improve the R+L Carriers Materials and/or any other of our products, services or technologies. Accordingly, if you give Feedback, you agree that we may freely use, reproduce, license, and distribute such Feedback. You also agree

not to provide Feedback that you know is subject to any intellectual property claim by a third party or any license terms which would require products or services derived from such Feedback to be licensed to or from, or shared with, any third party.

2.3 Application. You represent and warrant to R+L Carriers that, excluding R+L Carriers Property, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use by R+L Carriers and its users of your Application shall not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including the laws of any country in which your Application is made available. Except to the extent your Application contains R+L Carriers Property, R+L Carriers claims no ownership or control over your Application. During the term of these Terms you hereby grant to us a paid-up, royalty-free, nonexclusive, worldwide irrevocable right and license, under all of your intellectual property rights, to: (i) use, perform, and display, your Application and its content for purposes of marketing, demonstrating, and making your Application available to users; (ii) link to and direct users to your Application; and (iii) sublicense the foregoing rights to our affiliates. Following the termination of these Terms and upon written request from you, R+L Carriers shall make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to your Application from the R+L Carriers website and service. R+L Carriers shall have no other obligation to delete copies of, references to, or links to, your Application.

3 Privacy, Policies, and Legal Compliance

3.1 R+L Carriers' Privacy Policy. R+L Carriers' collection and use of personal information from its users and developers is governed by R+L Carriers' Privacy Policy, available at <http://www.RLCarriers.com/privacy-policy> and incorporated by reference into these Terms, with the exception that R+L Carriers may reveal personal information about developers for attribution purposes, handling inquiries from users or potential users, and other purposes R+L Carriers reasonably deems necessary pursuant to these Terms. You understand and agree that R+L Carriers may access, preserve, and disclose your personal information and your developer account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of R+L Carriers, its affiliates or partners, its users, or the general public.

3.2 Digital Millennium Copyright Act. You will post a policy complying with the Digital Millennium Copyright Act (DMCA) and respond promptly to notices of alleged copyright infringement involving your Application.

3.3 Your Policies; Informed Consent. You will (a) maintain your own user agreement and privacy policy applicable to users of the Application (your "Policies"), (b) comply with your Policies, (c) prominently identify and link to your Policies at those locations where users opt may download or access your Application, and (d) promptly notify us of any breaches of your Policies by you or by users of the Application. Your privacy policy will be at least as stringent and user-friendly as R+L Carriers's. Before obtaining information from Your users of the Application, You will obtain their informed consent by informing them what information You collect and how it will be used and/or shared.

4 Marketing and Publicity

4.1 Your Marketing and Publicity. You may promote your Application, including talking to traditional and online media and your users about your Application, so long as you do so truthfully and without implying that your Application is created or endorsed by R+L Carriers (or otherwise embellishing your relationship with R+L Carriers). However, you may not issue any formal press release via traditional or online media without R+L Carriers' prior consent.

4.2 R+L Carriers' Marketing and Publicity. We may publicly refer to you, orally or in writing, as a licensee of the R+L Carriers APIs and we may publish your name and/or logo (with or without a link to your Application) on our Website, in press releases, and in promotional materials without your prior consent.

5 Confidentiality

The term "**R+L Carriers Confidential Information**" means any information of or relating to R+L Carriers that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by R+L Carriers or that is not generally known or readily ascertainable to the public, including, without limitation, nonpublic information regarding R+L Carriers' APIs and R+L Carriers' products, services, programs, features, data, techniques, technology, code, ideas, inventions, research, testing, methods, procedures, know-how, trade secrets, business and financial information and other activities. All R+L Carriers Confidential Information remains the property of R+L Carriers, and no license or other right in any R+L Carriers Confidential Information is granted hereby. You will not disclose any R+L Carriers Confidential Information to any third party, and will take all reasonable precautions to

prevent its unauthorized dissemination, both during and after the term of these Terms. If you are a corporate entity, you will limit your internal distribution of R+L Carriers Confidential Information to your employees and agents who have a need to know, and will take steps to ensure that dissemination is so limited. You will not use any R+L Carriers Confidential Information for the benefit of anyone other than R+L Carriers. Upon R+L Carriers' written request, you will destroy or return to R+L Carriers all R+L Carriers Confidential Information in your custody or control. In addition to the terms of this provision, you and R+L Carriers will continue to be subject to any non-disclosure agreement that you and R+L Carriers have entered into separately. This provision will survive any termination of these Terms.

6 Term and Termination

6.1 Term. The term of these Terms of Use shall commence on the date upon which you agree to the Terms and shall continue in force thereafter, unless modified or terminated as provided herein.

6.2 R+L Carriers Termination; Suspension; Discontinuance. We may suspend or terminate your use of all or any of the APIs at any time if we believe you have violated these Terms, the User Agreement, the Platform Guidelines, or, in our sole discretion, we believe the availability of the APIs in your Application is not in our or our users' best interests. We may discontinue the availability of some or all of the APIs at any time for any reason. We may also impose limits on certain features and services or restrict your access to some or all of the APIs or our Website. All of our rights herein may be exercised without prior notice or liability to you.

6.3 Your Termination. You may terminate the agreement under these Terms for any reason or no reason at all, at your convenience, by closing your account or ceasing use of the APIs.

6.4 Effect of Termination. Upon termination of the agreement between us under these Terms, (a) all rights and licenses granted to you will terminate immediately, (b) any and all payment obligations, if any, will be due, (c) you will promptly destroy R+L Carriers Confidential Information in your possession or control, and (d) unless we agree otherwise in writing or as stated in these Terms, you must permanently delete all Content or other data which you stored pursuant to your use of the APIs, except as expressly permitted by these Terms of the Platform Guidelines. R+L Carriers may request that you certify in writing your compliance with this Section. No liability shall be created for either party by the mere fact of termination of the agreement under these Terms. The following Sections of these Terms shall survive termination: Sections 1.5, 1.8, 1.11, 2, 3, and 5-10.

6.5 Remedies. You acknowledge that your breach of these Terms may cause irreparable harm to R+L Carriers, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which R+L Carriers may be legally entitled, R+L Carriers shall be entitled to immediate injunctive relief in the event of a breach of these Terms by you or any of your officers, employees, consultants or other agents.

7 Warranty Disclaimer

THE R+L CARRIERS MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. SOME OF THE R+L CARRIERS MATERIALS ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. WE DO NOT REPRESENT, WARRANT OR MAKE ANY CONDITION THAT THE R+L CARRIERS MATERIALS ARE FREE OF INACCURACIES, ERRORS, BUGS OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE OR OTHERWISE VALID. YOUR USE OF THE R+L CARRIERS MATERIALS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM USE OF THE R+L CARRIERS MATERIALS INCLUDING FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR WEBSITE OR OUR SERVICES SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS.

8 Limitation of Liability

YOU AGREE TO THE FOLLOWING LIMITATION OF LIABILITY TO THE EXTENT PERMITTED BY APPLICABLE LAW: YOU EXPRESSLY UNDERSTAND AND AGREE THAT R+L CARRIERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF R+L CARRIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE R+L CARRIERS MATERIALS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR

ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN THE R+L CARRIERS MATERIALS OR ANY R+L CARRIERS SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE R+L CARRIERS MATERIALS OR ANY R+L CARRIERS SERVICES. UNDER NO CIRCUMSTANCES SHALL R+L CARRIERS'S AGGREGATE, CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, UNDER ANY THEORY OF LIABILITY, EXCEED U.S. ONE HUNDRED DOLLARS (U.S. \$100).

9 Indemnification

You agree to hold harmless and indemnify R+L Carriers, and its affiliates, and their respective directors, officers, agents, and employees, advertisers or partners, from and against any third party claim arising from or in any way related to your use of any R+L Carriers Materials, violation of these Terms of Use or any other actions connected with your use of the R+L Carriers APIs, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and reasonable attorneys' fees, of every kind and nature.

10. General Terms

10.1 Governing Law; Attorneys Fees. These Terms will be governed by and construed in accordance with the laws of the State of Ohio as such laws apply to contracts between California residents performed entirely within California. Any action or proceeding arising from or relating to these Terms must be brought in a federal court in the Southern District of Ohio or in state court in Clinton County, Ohio and each party irrevocably submits to the jurisdiction and venue of any such court. In the event of litigation between the parties arising out of or related to these Terms, the prevailing party will be entitled to recover its attorneys' fees and costs incurred.

10.2 Interpretation. . The term "include" (and all of its variants) when used in these Terms will be interpreted to be followed by the clause "without limitation" in all cases. You agree that R+L Carriers has sole discretion in determining the interpretation of the meaning of these Terms, including determining your compliance with these Terms.

10.3 Export Laws. You shall comply with applicable export laws and regulations of the United States with respect to any technical materials you receive pursuant to these Terms.

10.4 Waiver. The failure of R+L Carriers to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

10.5 Severability of Terms. If any provision of these Terms 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 these Terms remain in full force and effect

10.6 Applicability and Entirety of Terms. These Terms do not apply to You if You and R+L Carriers have executed a written API License Agreement, in which case such Agreement applies. In all other cases, these Terms apply to You, they constitute the entire agreement between us with respect to the subject matter herein, and they supersede any and all prior proposals (oral and written), understandings, representations and other communications between us.

10.7 Relationship Between the Parties. Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between the parties and neither party will have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

10.8 Assignment. You may not assign these Terms, in whole or in part, without R+L Carriers's prior written consent. Any assignment in violation of this section is null and void.

10.9 No Third Party Beneficiaries. The section headings in these Terms are for convenience only and have no legal or contractual effect.

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