



## **SOFTWARE ACCESS STANDARD TERMS, CONDITIONS AND PRICING**

### **Terms of Use ("Terms")**

Please read these Terms of Use ("Terms", "Terms of Use") carefully before you ("your company", "you", or "your") use the MatchBack Systems website (the "Service") operated by MatchBack Systems Inc. ("MatchBack Systems", "us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### **License**

In consideration of the payment of the fees for the Service and your adherence to all provisions of this Agreement, MatchBack Systems grants to you a revocable, non-exclusive, non-transferable and limited right to use the Services.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Disclaimer of Warranties**

Our Services are provided "as is." MatchBack Systems and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither MatchBack Systems nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

MatchBack Systems, Inc.

2701 Larsen Rd, Ste. 140  
Green Bay, Wisconsin, USA 54303  
+1 (920) 321-5900  
[matchbacksystems.com](http://matchbacksystems.com)

**Limitation of Liability**

In no event will MatchBack Systems, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to MatchBack Systems under this agreement during the twelve (12) month period prior to the cause of action. MatchBack Systems shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

**Intellectual Property**

This Agreement does not transfer from MatchBack Systems to you. Any MatchBack Systems or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with MatchBack Systems. MatchBack Systems, MatchWerks logo, and all other trademarks, service marks, graphics and logos used in connection with [www.matchbacksystems.com](http://www.matchbacksystems.com) or our Services, are trademarks or registered trademarks of MatchBack Systems or MatchBack Systems' licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any MatchBack Systems or third-party trademarks.

**Back Solicitation**

You shall not knowingly solicit shipments (or accept shipments) for a period of 15 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of MatchBack Systems, when such relationship of customers were first tendered to you through MatchBack Systems. In the event of breach of this provision, MatchBack Systems shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by you under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by you for the transportation of said freight as liquidated damages. Additionally, MatchBack Systems may seek injunctive relief and in the event it is successful, you shall be liable for all costs and expenses incurred by MatchBack Systems, including, but not limited to, reasonable attorney's fees.

**Privacy Policy**

By using the Service operated by MatchBack Systems, you consent to the data practices prescribed in our Privacy Policy. The Policy explains the data collection and use practices of our website. It meets the standards and requirements of the GDPR. You can find the Policy in the Legal page of our website via this link: <https://matchbacksystems.com/Legal/Privacy-Policy.aspx>

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### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the United States of America, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least a 30 day notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### **PRICING**

MatchBack Systems will bill you on a monthly basis for completed transactions and any other services provided in the previous month. Payment will be due within thirty (30) days of the date of each invoice. All payments to be made in U.S. dollars.

### **Transaction Services**

#### **MatchMarketplace™ \$20 / executed matchback**

Two-party optimization solutions and workflow

- a. Access to marketplace on MatchWerks portal for users
- b. Whitelist trusted parties
- c. Workflow to identify and initiate key systematic and ad-hoc two-party street-turn opportunities

### **If Requested**

#### **Subscription Services** *If requested, a Sales representative will contact you*

Subscription include MatchAdvisor. MatchMetrics and MatchProcurement services and capabilities:

#### **MatchAdvisor™**

Enterprise street-turn optimization

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- a. Access to customer configured portal and workflow (or API to your native system) for optimal street-turn tours
- b. Present high value tour candidates from portal at least monthly
- c. Configure platform with systematic tours
- d. Weekly status reports and monthly scorecards

#### **MatchMetrics™**

Metrics, analytics and scenario analysis

- a. Includes two (2) scenario analyses / month
- b. Weekly status report
- c. Monthly scorecard

#### **MatchProcurement™**

Port drayage bid preparation and evaluation

- a. Collaborate to identify dray bid objectives, strategies and iterate bid package
- b. Utilize match engine with daily files to identify key street-turn tour opportunities
- c. Incorporate strategies and key opportunities to prepare a street-turn tour bid package
- d. Participate in evaluation and recommendation (optional)

#### **Onboard**

Data map, configure translations and business rules, schedule file feed and train users.

- a. MatchBack Systems will load live delivery and pick-up data into MatchWerks portal via API or FTP

## **CARBON CREDITS**

MatchBack Systems contemplates establishing a carbon credits program to monetize the reduction of carbon emissions of trucking companies' vehicles which utilize the MatchBack Systems services that are the subject of this proposal. When this carbon credits program is established and functioning, MatchBack Systems also contemplates sharing the proceeds generated by this carbon credits program on an equitable basis.

## **VIRTUOUS NETWORK**

You will enjoy a series of benefits with the access MatchBack Systems provides to a virtuous network of partners, and as member of this virtuous network, your company agrees to:

- Allow MatchBack Systems to reference your company in promotional material and in the media as a 'MatchBack Systems customer'
- Participate in press release to announce MatchBack Systems partnership
- Participate in case studies/whitepapers at your convenience

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## CONFIDENTIALITY

This document is confidential and governed under the executed non-disclosure agreement between MatchBack Systems, Inc. and your company. So there is no doubt or in the event an agreement is not yet executed, each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

## AGREEMENT

The intent of the Agreement is to work with MatchBack Systems, Inc., in good faith.

YOU HEREBY AUTHORIZE MATCHBACK SYSTEMS INC. TO INVOICE YOUR COMPANY, AS APPROPRIATE, FOR THE TRANSACTION FEE IMMEDIATELY AFTER THE STREET-TURN IS CONFIRMED, AND YOU AGREE THAT NO ADDITIONAL NOTICE OR CONSENT IS REQUIRED. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO AUTHORIZE PAYMENT, CHECKS, OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION AND THAT ALL INFORMATION YOU PROVIDE MATCHBACK SYSTEMS IS ACCURATE, CURRENT, AND COMPLETE. YOU AGREE TO IMMEDIATELY NOTIFY MATCHBACK SYSTEMS OF ANY CHANGE IN YOUR BILLING ADDRESS OR BANK ACCOUNT USED FOR PAYMENT HEREUNDER. IN THE EVENT A CHECK IS SUBSEQUENTLY RETURNED FOR NON-SUFFICIENT FUNDS, YOU AGREE THAT MATCHBACK SYSTEMS MAY ADD A RETURNED-CHECK FEE OF \$25.00 TO THE AMOUNT OF THE RETURNED CHECK AND TAKE ANY ACTION AVAILABLE AT LAW OR IN EQUITY TO COLLECT SUCH FULL AMOUNT. YOU AGREE TO PAY THE RETURNED-CHECK FEE, THE INITIAL AMOUNT, INTEREST AT A RATE OF 5% PER ANNUM, AND ANY COLLECTION CHARGES (INCLUDING LEGAL FEES) INCURRED BY A THIRD-PARTY PAYMENT PROCESSOR. IN THE EVENT YOU CONTEND AN UNAUTHORIZED CHARGE HAS OCCURRED, YOU SHOULD CONSULT YOUR BANK'S RULES REGARDING REFUNDS AND REVERSALS. MATCHBACK SYSTEMS COMPLIES WITH ALL LEGAL REQUIREMENTS OF YOUR STATE, PROVINCE, OR TERRITORY'S APPLICABLE LAWS REGARDING PROVIDING REFUNDS FOR UNAUTHORIZED CHARGES.

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