



## Standard Terms & Conditions

- 1. Services Overview.** AFS, located at 330 Marshall Street, 4th Floor, Shreveport, LA 71101, agrees to provide the services selected by Customer above during the term of this Agreement (the “*Services*”) in a professional manner in accordance with industry standards. AFS hereby grants Customer a non-exclusive, non-assignable right to use the analytics software (the “*Software*”) during the term subject to the terms and conditions of this Agreement
- 2. Service Fees and Payments.** Customer shall pay AFS for the Services as indicated on the first page of this Agreement.
- 3. Relationship of the Parties.** AFS is a proven, transparent, long-term partner who increases Customer’s profitability and effectiveness through specialized Transportation Cost Management and Technology. AFS is not a carrier, associated with any carrier, and does not accept fees or reimbursements from any carrier or outside entity. AFS represents only you, the Customer, for our mutual benefit of cost reduction. AFS is an independent contractor of Customer. AFS is authorized to act as Customer’s agent, to act on Customer’s behalf and to take any and all actions necessary to perform the Services. AFS is hereby authorized, without limitation, to: (a) use software and information systems to track packages tendered by or for Customer to each Carrier for delivery; (b) contact and collect information from any Carrier with respect to Customer’s shipments, contracts, invoices and general history with such Carrier; and (c) take any other actions necessary with respect to the performance of this Agreement. Customer agrees to make available to AFS any and all shipping information which AFS deems necessary in order to perform the Services.
- 4. Customer Obligations.** During the Agreement term, Customer agrees that neither it, nor its employees, agents, or independent contractors, will undertake any action, directly or indirectly, to (i) reproduce, alter, modify, in whole or in part, the Software; (ii) reverse engineer, in whole or in part, the Software or otherwise attempt to discover the source code, interfaces or any part of the Software; (iii) grant access to, distribute or transmit, by any means, in whole or in part, the Software; (iv) modify, install or operate the Software other than for the purposes set forth in this Agreement; or (v) use the Software, in whole or in part, to design or develop any software that competes, in whole or in part, with the Software.
- 5. Term; Termination.** Either party may terminate the Freight Audit, Parcel Audit or Audit & Freight Payment Services upon thirty (30) days written notice to the other party. Any said notification or correspondence related to this section shall be sent via Certified Mail to AFS, LLC Attn: Pete Zanmiller P.O. Box 18170, Shreveport, LA 71138-1170 or via e-mail to [pzanmiller@afs.net](mailto:pzanmiller@afs.net) with the subject line “Service Termination Request”. If Customer has chosen to receive AFS’ Cost Management Services, the term for such services shall be as set forth on the Cost Management Addendum. Upon termination, all invoices and fees owed to AFS by the Customer will be immediately due and payable.
- 6. Confidentiality.** Each party agrees to not disclose any confidential information of the other party, including information with respect to such party’s business, financial results and projections, trade secrets, proprietary rights, methods, programs, vendors, suppliers, customers, employees or any other similar aspects of the present or future business of such party (“*Confidential Information*”). Customer’s Confidential Information includes, without limitation, Customer’s requests for proposals and any non-public information obtained by AFS while performing the Services. AFS’ Confidential Information includes, without limitation, carrier pricing, proprietary data analysis tools, sales & operational processes, benchmark & gain-share processes, Software, & Web services. Each party agrees to use the Confidential Information solely and exclusively in connection with this Agreement. In the event that the receiving party is required by law, regulation or court order to disclose any Confidential Information, the receiving party agrees to promptly notify the disclosing party of such demand prior to such disclosure and to give the disclosing party a reasonable opportunity to contest such disclosure. Such disclosed information shall remain Confidential Information. Unless earlier requested, each party agrees to promptly return all tangible items containing, or relating to, the Confidential Information to the disclosing party upon the termination of this Agreement.
- 7. Limitations on Liability; Disclaimers.** All parties addressed in this agreement shall not be liable to each other or to any other party under this agreement for loss of profits, business or data, interruption of business, or for any indirect, special, incidental or consequential damages arising out of, or in connection with the performance of, this agreement. AFS hereby disclaims and shall not be liable to Customer as to the status of the future relationship between Customer and any Carrier. AFS shall have no liability for any indirect, incidental or consequential damages suffered by Customer as a result of AFS’ performance of the Services hereunder.
- 8. Other Considerations.** This Agreement, those documents expressly referred to herein including any addenda that are or may become attached hereto, embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. No change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement and the rights and obligations hereunder shall not be assignable, in whole or in part, by Customer without AFS’ prior written consent. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Louisiana, without giving effect to its conflict laws. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.