

## GENERAL BUSINESS TERMS STRYDE SOLUTIONS

### Shipping Audit

**1. Services.** We provide overnight and ground shipping audit services, including auditing of billing and delivery data, to verify addresses and accuracy, to request refunds from your Carrier(s), and to file claims for lost or damaged packages (the "Services"). You are retaining us to exclusively provide the Services during the Term (as defined below). All Carrier refunds and credits due to invoice errors shall be deemed to be the result of Stryde's Services.

**2. Deliverables.** We obtain Carrier Information from you or your Carrier; analyze this Carrier Information in conjunction with Company Information; and determine whether you are entitled to credits or refunds from your Carrier. We compile the results of our analysis into Audit Reports, which we provide to you monthly. You (i) authorize us to receive copies of Carrier Information (electronically or otherwise); and (ii) agree to provide Company Information to us, for the purpose of providing the Services. You further agree, as defined above, that Stryde will exclusively be responsible for requesting refunds and filing claims as described herein.

**3. Grant of Rights; Intellectual Property Ownership.** To provide the Services and deliver Audit Reports, we use proprietary software ("Software"), know-how and information that embody Stryde IP. Stryde and its licensors own the Software, Audit Reports, and all associated intellectual property. You retain ownership of Company Information and associated intellectual property rights. Subject to the rights of Carriers in Carrier Information, we own the Audit Reports and all content in the Audit Reports, including all information, artwork, text, trademarks, trade dress and report formatting (and all associated intellectual property). We grant to you a non-exclusive, non-transferable, royalty-free, perpetual license to access, copy and use Audit Reports for your internal business purposes. To the extent it is proprietary, you grant to us a non-exclusive, royalty-free, perpetual license to copy, modify, use and distribute Company Information (and derivatives thereof) for purposes of (i) providing, directly or indirectly through affiliates or subcontractors, the Services, including verifying the accuracy of Carrier Information, determining whether credits or refunds may be available from your Carrier, and generating statistical data related to your shipping activity; and (ii) improving services and developing and offering new services, or permitting others to develop and offer services. Except as expressly provided in this Agreement, each Party retains all right, title and interest in and to its intellectual property assets.

**4. Charges and Payment of Fees.** We are compensated as a percentage of refunds and credits you receive. No compensation is due if you do not receive a refund or credit from your Carrier. You will pay us for travel and accommodation expenses incurred at your request.

**4.1. Billing.** We will work directly with the carrier to submit requests for all refunds/credits identified from the Services. We will then provide an Audit Report to you detailing approved and received refunds. We will only report refunds which have appeared as a credit or been issued by a carrier. We then will bill you for the Services in an amount equal to, and you shall pay to us, fifty percent (50%) of those refunds and credits. You are responsible for payment of our invoices, and you shall pay such fees directly to us without delay or set off as provided in Section 4.2.

**4.2. Payment Terms.** Payment is due within ten (10) days of receipt (due to our audit process, we invoice for received credits anywhere from a minimum of four (4) to as many as eight (8) weeks after company/you receive those refunds. Therefore, we are providing de facto 30-60 day terms.) Upon execution of this agreement, you shall set up an automated payment process through either 1) ACH debit service or 2) credit card or 3) a "P" (Purchasing) card. Balances not paid within fifteen (15) days after receipt of invoice shall incur interest in the amount of 1.5% per month from date due until paid. That interest shall compound monthly on the first day of each subsequent month. Company agrees to provide Stryde with a credit card which Company authorizes Stryde to charge in the event of an AR invoice aging over 30 days.

**4.3. Taxes.** You are responsible for all sales, use, excise, transfer and other transaction taxes related to the Services.

**4.4. Company Responsibility for Payment of Carrier Invoices.** You are solely responsible for paying UPS, FedEx or other carrier all invoices for shipments made under or through your account with your Carrier.

**5. Confidentiality.** Confidential or sensitive information one Party (the "Disclosing Party") provides to the other Party (the "Receiving Party") under this Agreement shall be governed as follows.

**5.1. Confidential Information.** "Confidential Information" means non-public Carrier Information and non-public and proprietary know-how and information disclosed under this Agreement, whether oral or written or electronic, that (a) concerns the Software, the Audit Reports or the software, technology, customers, finances, methods, research, processes or procedures of either Stryde or Company; and (b) is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter.

**5.2. Nondisclosure.** The Receiving Party will retain the Disclosing Party's Confidential Information in confidence, and shall not use or disclose Confidential Information except for purposes permitted under this Agreement. The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party (i) to its employees, provided such employees are bound by nondisclosure obligations no less protective than those set out in this Agreement, and (ii) to affiliates and vendors under Section 3, provided such affiliates and vendors are bound by nondisclosure obligations no less protective than those set out in this Agreement.

**5.3. Standard.** Each Party will use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but shall use not less than reasonable care and diligence.

**5.4. Exceptions.** Sections 5.2 and 5.3 will not apply to Confidential Information the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party to provide the Disclosing Party an opportunity to seek a protective order or other relief. Furthermore, although we take reasonable steps to secure and safeguard Carrier Information and Company Information, due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse or alteration by third parties who, despite our efforts, obtain unauthorized access.

## **6. Term and Termination**

**6.1. Term.** Month to Month Agreement -The initial term of this Agreement shall be month-to-month ("Initial Term"). The Agreement shall then automatically renew for additional monthly periods (each an "Additional Term"; together with "Initial Term" the "Term") unless either party notifies the other in writing at least thirty (30) days before the end of any term that it does not want the Agreement to renew, in which case this Agreement will expire at the end of the then current term.

**6.2. Effect of Termination.** In the event of a termination of this Agreement, all invoices and fees owed to us by you shall become immediately due and payable. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including, without limitation, Sections 4.4, 6.2, 7.2, 7.3, 8 and 10.

## **7. Representations and Warranties; Disclaimers**

**7.1. Stryde Services and Audit Reports; Exclusive Remedy.** During the Term, Stryde will use reasonable efforts to provide the Services in a good and workmanlike manner. Stryde will resolve any breach of this Agreement by Stryde within thirty (30) days after receiving your written notice concerning such breach. This shall be your sole remedy for any breach by Stryde with respect to the Stryde Services.

**7.2. Company Information.** You represent and warrant that, during the Term, you hold all rights and permissions necessary to provide Company Information to us for the uses specified in this Agreement. You are responsible for the accuracy, integrity and completeness of Company Information and, as between you and us, of the Carrier Information. You confirm that the Operative Carrier Agreement permits use of Carrier Information in connection with the Services.

**7.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 9.1, (a) WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CARRIER REFUNDS, CREDITS, DISCOUNTS, OR REBATES, AND YOU TAKE THE SERVICES, AUDIT REPORTS AND OUR PERFORMANCE "AS IS"; and (b) WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**8. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EXCEPT DIRECT DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES. YOUR REMEDIES UNDER SECTION 7.1 ARE IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. EXCEPT FOR A BREACH OF SECTION 7.2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU TO US.

**9. Review of Carrier Agreement Terms; Notice of Changes in Carrier Terms.** You confirm that (i) you have reviewed this Agreement; (ii) you have provided us with a copy of the Operative Carrier Agreement; and (iii) this Agreement is consistent with the terms of the Operative Carrier Agreement. You shall notify us of any material changes in the terms of the Operative Carrier Agreement. We reserve the right to change our pricing or terminate this Agreement in the event of a material change in the terms of the Operative Carrier Agreement. You shall comply with the terms of the Operative Carrier Agreement to the extent such compliance is necessary for our provision of the Services under this Agreement.

## **10. General**

**10.1. No Waiver.** The failure of Stryde to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

**10.2. Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

**10.3. No Agency.** For the purposes of this Agreement, the Parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. Nothing in this Agreement shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other.

**10.4. Governing Law.** Michigan law, without reference to rules governing conflict of laws, shall apply to this Agreement and any dispute between the Parties related hereto. Any such dispute shall be resolved through binding arbitration in Genesee County, Michigan. The foregoing shall not apply to injunctive relief sought with respect to any breach or alleged breach of Section 5.

**10.5. Entire Agreement.** This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes all prior agreements between the Parties, both oral and written, and can be modified only by a subsequent written agreement executed by both parties.

**10.6. Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

## **11. Definitions**

**11.1. "Audit Report"** means the reporting provided by Stryde to Company in hard or soft copy reflecting the results of the Services.

**11.2. "Carrier"** means the shipping service provider(s) you use for shipping packages to your clientele, as designated in the initial "contract details" portion of this Agreement.

**11.3. "Carrier Information"** means information generated by a Carrier, including delivery date and time information, billing information, rates and discount information, and other information generated by the Carrier. "Carrier Information" excludes Company Information.

**11.4. "Company Information"** means information generated by you concerning shipments made using a Carrier, including information concerning Delivery Addressees, number of packages, designated delivery date, and customer feedback related to delivery.

**11.5. "Delivery Addressee"** means the recipient of packages you ship through a Carrier.

**11.6. "Operative Carrier Agreement"** means the shipping service agreement that you have in place with a Carrier as of the effective date of this Agreement. If we consent to changes to your agreement with a Carrier under Section 11, the term "Operative Carrier Agreement" shall mean such agreement as revised.

**11.7. "Stryde IP"** means methods, algorithms, inventions, know how, information, logos, and other elements that we use to provide our Services and that are protected (or qualify for protection) under US patent, trademark, copyright or trade secret law.