



## TERMS & CONDITIONS OF SERVICE

These Terms of Service (“Terms”) are a legal agreement between you, as Customer, Administrator, and/or End User, and Prologue Technology, LLC. (“Prologue”, “we”, “our”, or “us”) and govern your use of and access to Prologue’s services, including Pipeline™, Pangea™, Hive™, Truckload Exchange™ and any other software, hardware, applications, tools, features, and other products and services that are made available through our website (<https://prologuetechology.com>) (“Site”) or otherwise made available by us (collectively, and together with the items set forth in the definition of Prologue Applications or Services, (“Applications or Services“)).

By executing an Order Form or other contract that references these Terms, purchasing the Applications or Applications or Services, clicking to accept these Terms, or otherwise entering into or submitting an Order Form or other contract with Prologue, a Prologue reseller, or any other entity or individual for the purchase of Applications or Services or under which Applications or Services are made available to you, or by otherwise accessing and/or using the Applications or Services, whichever is the earlier, you accept and agree to be bound by these Terms and any other legal notices or guidelines posted on Prologue Technology’s website or provided to you with respect to the Applications or Services. If you are using our Applications or Services for an organization, such as your employer, you are agreeing to these Terms on behalf of that organization. For purposes hereof, the phrase “using our Applications or Services” or other similar language includes accessing and/or using the Site, even if no order for other services is placed.

Prologue reserves the right, at its sole discretion, to refuse to provide access to Applications & Services at any time.

These Terms specifically include and incorporate the below referenced documents and/or policies and any other terms, conditions, or policies referenced herein, including any additional terms specific to particular services you use (collectively, “Additional Terms”)

Prologue reserves the right to alter or amend these Terms at any time, and any such altered or amended terms shall be binding effective immediately once you use the Applications or Services. In the case of conflict between the Terms contained herein and those set forth by a third-party with respect to services they provide, the third-party’s terms shall control, but only with respect to the legal relationship between you and such third-party; however, under no circumstance shall the scope of Prologue’s liability be greater than specified in these Terms. All Terms, including, but not limited to, all the limitations of liability, shall apply to the third party and their agents.

## **Customers**

If you are accepting these Terms on behalf of your employer or another entity or for use of the Applications or Services by your employer or another entity (“Customer”), you represent and warrant that (a) you have the legal authority to bind the applicable entity to these Terms, and are 18 years or older, and (b) that you agree, on behalf of the entity you represent, to these Terms. If you are using our Applications or Services for an organization, such as your employer, you are agreeing to these Terms on behalf of that organization. If you don’t have the authority to bind your employer or the entity you represent to these Terms, you should not click the checkbox or button, countersign these Terms, or purchase or use the Applications or Services in any manner. If you are accepting these Terms on your own for your own use of the Applications or Services as a Customer with an account, you agree that you have the legal authority to agree to these Terms and are 18 years or older.

## **End Users**

If you are using the Applications or Services as an End User, you represent and warrant that you have the legal capacity to agree to these Terms, and are 18 years or older. Additionally, you agree and acknowledge that Prologue, the Customer and any Administrator has the ability to access, disclose, restrict, and remove information in or from an End User account, and that the Administrator may be able to monitor, restrict, or terminate access to an End User account. The Applications or Services are intended only as a business to business offering. If you are an End User and accessing Applications or Services through a Prologue Customer, the Prologue Customer’s privacy policies and other legal agreements govern the use and sharing of your personal information throughout the Applications or Services. Please check with your employer on their privacy policies and data sharing policies to better understand your rights.

## **Use of Service**

Customer is responsible for any use of the Applications or Services through its account, including all use of the Applications or Services by Customer’s End Users and Administrators. Customer’s responsibility extends to use of the hardware by End Users, including damage to and misuse of the hardware and software, as further set forth in these Terms. Customer is responsible for obtaining consents and complying with any laws necessary to allow the operation of the Applications or Services, collection of Customer data and End User data, and permission for Prologue to process, store, and transfer Customer data. In addition, Customer and End User are solely responsible for all of their own software, network and internet connection costs related to their use of the Applications or Services (including with respect to any firmware or other software updates released by Prologue), including but not limited to mobile phone or mobile network data usage fees and applicable roaming charges which are provided by the Customer’s or End User’s mobile network provider under the Customer’s or End User’s separate contracts with them, and Prologue is not responsible for these data services or any costs related thereto whatsoever. The Applications or Services provide Customer with data for Customer to assess and use as it sees fit. Prologue does not suggest, control, or monitor the choices Customer makes as to use of the data or changes in Customer’s business operations based on the data. Customer is solely responsible for any use made of the Applications or Services and for any data received through the Applications or Services. In particular,

although the Applications or Services are intended to provide Customer with information that can help monitor and improve the efficiency, safety, and compliance record of Customer's operations, Customer is solely responsible for those and all other aspects of its operations, and acknowledge that the Applications or Services do not constitute advice as to managing Customer's operations.

### **Fees**

Upon agreement to an Order Form by the parties, Customer will pay Prologue the fees for the Applications or Services set forth on the payment schedule in the Order Form. All payments are due in U.S. dollars unless otherwise indicated on the Order Form or invoice. Customer is responsible for providing complete and accurate billing and contact information to Prologue and updating Prologue of any changes. All fees are non-refundable unless otherwise set forth in these Terms and are not subject to set-off by Customer. If Customer is purchasing the Applications or Services from an authorized reseller, Customer's payment obligations may be to the authorized reseller.

Customer agrees to pay any convenience fees charged by Prologue related to the payment for Applications or Services via credit card or other electronic payment methods.

Unless otherwise agreed, any brokers scheduling services for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment or logistics services, or other services coordinated through the Applications or Services. Prologue shall have a lien on any shipment for all sums due it relating to such shipment or any other amounts owed by Customer.

Prologue reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote, if the original quoted or invoiced amount contained inconsistent applicable rates for the payment responsibilities or obligations of the parties, or if additional services were required or otherwise authorized by the Customer to perform any software services or other logistics services including but not limited to any pickup, transportation or delivery functions.

When paying by credit card or electronic funds in advance of the shipment ("Pre-Pay"), the Customer agrees it will be responsible for all charges payable, including any adjustments related to the Applications or Services. These charges and adjustments, if any, may be automatically debited from the Customer's credit card or bank account. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If Prologue does not receive a written dispute within the allowable thirty (30) business days, the disputed item will be denied by Prologue. This information can be provided to you prior to or after ordering Applications or Services.

### **Invoicing & Payment**

Unless otherwise set forth in Customer's Order Form, all fees will be invoiced or billed in advance. All invoices issued under these Terms are due and payable according to the payment terms in the Order

Form, if applicable, or within 30 days from invoice send date if not specified therein. If Customer is paying by credit card, all fees are due and payable immediately, unless otherwise specified in Customer's Order Form. If the Customer requires the use of a purchase order or purchase order number, the Customer (i) must provide the purchase order number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to these Terms and are void.

Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (1.5%) per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due, and upon delinquency further purchases may be declined and the Customer's account may be referred for collection. Customer agrees to pay all costs including reasonable collection costs, attorney's fees and expenses related to the enforcement of applicant's obligations hereunder.

If Customer is purchasing the Applications or Services from an authorized reseller, any terms and conditions between Customer and the authorized reseller that conflict with these Terms are void.

All Customers are subject to credit approval. Prologue intends to perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is at the sole discretion of Prologue.

Subject to approval of Customer's credit, net payment shall be due 30 days from invoice date unless otherwise noted in writing. The Customer is responsible and liable for all charges payable on account of any shipment or logistics services coordinated through the Applications or Services, including but not limited to custom software services, freight, transportation, fuel and other applicable accessorial charges, adjustments issued after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Prologue's attorney fees and legal costs allocable to the Applications or Services or any shipment or logistics services coordinated using the Applications or Services or disputes related thereto.

CUSTOMER'S SIGNATURE ON THE PROLOGUE CREDIT APPLICATION ATTESTS SOLVENCY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH THE TERMS ESTABLISHED. CUSTOMER'S REPRESENTATIVE BY AGREEING TO THESE TERMS AND CONDITIONS BY SUBMITTING REQUESTS FOR SERVICES THROUGH THE APPLICATIONS OR SERVICES OR OTHERWISE, OR BY SIGNING PROLOGUE'S CREDIT APPLICATION REPRESENTS AND WARRANTS THAT SHE/HE HAS BEEN DULY AUTHORIZED TO MAKE THE STATEMENTS CONTAINED HEREIN AND TO BIND THE APPLICANT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND FURTHER REPRESENTS AND WARRANTS THAT THE INFORMATION SET FORTH ABOVE (INCLUDING, WITHOUT LIMITATION, ANY ADDITIONAL SHEETS ATTACHED HERETO) AND IN THE FINANCIAL STATEMENTS DELIVERED IN CONNECTION HERewith ARE TRUE, CORRECT AND COMPLETE.

### **Bills of Lading**

All bills of lading used by Customer, Administrator, and/or End User or others involved in a transaction are non-negotiable and are governed by state or federal law. Prologue does not prepare or issue bills of lading, but does provide templates for bills of lading and will store/transmit bills of lading through our platform. However, if Customer or a counterparty to a transaction fails to complete or issue any documents or information necessary to complete the freight delivery, Prologue may, at its discretion, complete or correct the document in order to facilitate the delivery. Prologue shall not be liable to Customer or any counter-party or third persons for these actions on behalf of Customer, Administrator, and/or End User.

### **Warranties**

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. Prologue assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer.

### **Forum Selection and Choice of Law**

Any claim, dispute or litigation relating to these Terms and Conditions, the uses of Applications or Services or relating to any and all disputes between PROLOGUE and the enrolled Customer, Administrator, and/or End User for any enrolled Customer, Administrator, and/or End User, shall be filed in the District Court of St. Charles, MO or in the United States District Court of St. Louis and shall be subject to Missouri law.

### **Changes to Terms & Conditions**

Customer agrees to be bound by all of the terms and conditions contained in this document. Prologue may modify these terms and conditions from time to time, by posting the most up to date terms and conditions on its website, located at <https://www.prologuetechology.com>. Such changes shall be effective for all transactions between Prologue, Customer, Administrator, and/or End User after the date of the notice / posting.

### **Claims**

Prologue has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. Prologue does not carry insurance for customers or for the benefit of its customers.

### **Privacy Policy**

Prologue's Privacy Policy can be found on:

<https://prologuetechology.com/wp-content/uploads/2024/07/Prologue-Online-Privacy-Policy.pdf>

**Limitations of Liability**

PROLOGUE MAKES NO, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES OR WITH REGARD TO ITS APPLICATIONS OR SERVICES, INFORMATION PROVIDED BY ITS APPLICATIONS OR SERVICES OR SERVICES RELATED TO TRANSACTIONS CONDUCTED BY ITS APPLICATIONS OR SERVICES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT PROLOGUE DOES NOT WARRANT THAT (A) THE OPERATION OF THE APPLICATIONS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (B) THE SERVICE IS NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE OR (C) THE FEATURES OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE.

CUSTOMER SHALL BE RESPONSIBLE AND PROLOGUE SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE APPLICATIONS OR SERVICES COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S).

CUSTOMER MAY LINK TO THIRD PARTY SITES THROUGH THE USE OF THE APPLICATIONS OR SERVICES. THIRD PARTY SITES ARE NOT UNDER THE CONTROL OF PROLOGUE, AND PROLOGUE IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY THIRD PARTY SITES, ANY LINKS CONTAINED IN THIRD PARTY SITES, OR ANY CHANGES OR UPDATES TO THIRD PARTY SITES.

PROLOGUE CANNOT GUARANTEE SHIPMENT DELIVERY BY ANY SPECIFIC TIME OR DATE. TO THE FULLEST EXTENT PERMITTED BY LAW, PROLOGUE AND ITS AFFILIATES WILL NOT BE LIABLE UNDER THESE TERMS, OR FROM USE OR INABILITY TO USE THE APPLICATIONS OR SERVICES, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (B) LOSS OF USE, DATA, BUSINESS, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (C) DAMAGES FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, REGARDLESS OF THE LEGAL THEORY AND REGARDLESS OF WHETHER PROLOGUE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, PROLOGUE AND ITS AFFILIATES WILL NOT BE LIABLE TO ANY CUSTOMER, ADMINISTRATOR, END USER, OR OTHER THIRD PARTY FOR ANY COST, EXPENSE, LOSS, DAMAGE, DELAY, OR OTHER LIABILITY ARISING OUT OF THE APPLICATIONS OR SERVICES, FROM USE OF OR INABILITY TO USE THE APPLICATIONS OR SERVICES IN AN AMOUNT, IN THE AGGREGATE, EXCEEDING THE LESSER OF (A) \$10,000 OR (B) THE AMOUNT CUSTOMER HAS PAID OR IS PAYABLE FOR USE OF THE APPLICATIONS OR SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN NO EVENT SHALL PROLOGUE BE RESPONSIBLE OR LIABLE FOR ANY COST, EXPENSE, LOSS, DAMAGE, DELAY, OR OTHER LIABILITY CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF CUSTOMER, ADMINISTRATOR, END USER, OR OTHER THIRD PARTIES, EVEN IF SUCH COST, EXPENSE, LOSS, DAMAGE, DELAY, OR OTHER LIABILITY IS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF PROLOGUE OR ITS EMPLOYEES, MANAGERS, REPRESENTATIVES, OR AGENTS.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL AND MATERIAL ELEMENTS OF THE BASIS OF THE NEGOTIATIONS BETWEEN PROLOGUE AND CUSTOMER.

**Application or Services Access**

Customer agrees that all user I.D's, passwords, and information viewed on the Applications or Services shall be kept in strict confidence by all persons receiving access, and Customer warrants that no person shall in any way attempt to view information other than that permitted by the limited access granted, or attempt to modify any aspect of the Applications or Services. Customer also agrees that it shall not knowingly populate the Applications or Services with data that is inaccurate, or in any way corrupted so as to cause damage to the Applications or Services or any of the other data maintained by the Applications or Services. Customer further agrees to indemnify and hold Prologue harmless from any and all damages, costs, actions, causes of action, regardless of nature, including but not limited to court costs and attorney's fees, which may arise from, out of or in connection with any act or omission of any person (whether or not an employee of agent of Customer) who gains access to, alters, or adds any data or information on the Applications or Services as a direct or indirect result of the access granted by Prologue. Customer acknowledges that Prologue reserves the right to terminate any and all access to the Applications or Services granted to any person pursuant to this or any other agreement, which termination of access may occur at any time, with or without notice, and for any reason or for no reason, in Prologue unfettered discretion.

## **Definitions**

“Administrator” means a Customer-designated End User who administers the Applications or Services account and has access to permissions and other sensitive settings.

“Customer” means the individual or organization accessing or using the Applications or Services and, for purposes of construing the Terms, includes any Administrator or End Users designated by, or acting on behalf of the same.

“End Users” means users of Customer’s Applications or Services account. End Users may include Customer, Customer’s and its affiliate’s employees, agents, and contractors

“Prologue Service(s)” means the (a) combined offerings of Software offered as a service, (b) Software offered as a service (c) support or other services described in an exhibit, attachment, or SOW referencing the Order Form or the Terms, and (d) the Software.

“Order Form” means the (a) ordering document, (b) ordering webpage, or (c) order confirmation or other communication of ordering, in each case for the Applications or Services.

“Software” means the Site, software embedded in hardware, and fleet management and other software provided by Prologue and used by Customer under these Terms.