



**Addendum to
Motor Carrier
Transportation Agreement**

Authorized Carrier Representative Information:
Name: Jay Henry
Title: Owner
Phone Number: 972-804-0019
Email: JLUnitedFreight@gmail.com

Please complete the following information:

M C Number:
US DOT Number:

C arrier ID:
Carrier Name:
Contact Phone:
Address (City, State, Zip):

Agreement Date:

Time:

Zone:

This addendum (the "Addendum") to the Motor Carrier Transportation Agreement between Carrier and Broker (the "Agreement") is made effective as of June 18, 2021 (the "Addendum Effective Date"). Capitalized terms used but not defined herein shall have those meanings given to them in the Agreement.

BROKER desires to offer CARRIER the ability to use XPO Connect & Drive XPO, a website & mobile application for Apple and Google operating systems that could assist the CARRIER with providing transportation services under the Agreement (the "Website & Mobile App"); and

CARRIER desires to use the Website & Mobile App.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth herein, the receipt and sufficiency of which consideration are hereby acknowledged, BROKER and CARRIER agree as follows:

1. The Website & Mobile App is offered as a convenience, not as a requirement.
2. Use of the Website & Mobile App does not alter the terms of the Agreement or CARRIER's obligations thereunder. Nor does use of the Website & Mobile App alter any load tender or shipping instructions or CARRIER's obligations thereunder.
3. CARRIER shall be responsible for its Carrier Representatives' use of the Website & Mobile App and shall ensure that its Carrier Representatives' use at all times complies with all applicable laws and regulations and the Agreement, including this Addendum.
4. Except as expressly set forth herein (and except as may be required by law), BROKER expressly disclaims all representations and warranties, express or implied, in connection with the Website & Mobile App and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Website & Mobile App is provided as-is and with all faults.
5. Any payment information offered in the Website & Mobile App is offered on an informational basis only, as a convenience to CARRIER, and does not represent a separate promise by BROKER to pay any such amounts.
6. BROKER agrees to indemnify, defend, and hold the CARRIER and Carrier Representative harmless from and against any and all third-party claims that the Mobile infringes or misappropriates any third-party intellectual property right. In the event BROKER is enjoined or BROKER reasonably believes the Website & Mobile App is likely to become the subject of such a claim, then BROKER shall, at its expense: (a) obtain for CARRIER the right to continue using such Website & Mobile App (b) replace or modify the Website & Mobile App so it does not infringe upon or misappropriate such third-party intellectual property right and is free to be delivered to and used by CARRIER and/or the Carrier Representative with substantially similar functionality and performance; or, (c) in the event that BROKER is unable or determines, in its reasonable judgment, it is commercially unreasonable to do either of the aforementioned, BROKER shall cease to make the Website & Mobile App available.
7. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN OR IN THE AGREEMENT, BROKER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH BROKER'S PROVISION OF THE WEBSITE & MOBILE APP OR CARRIER'S OR CARRIER'S REPRESENTATIVE'S USE OF THE WEBSITE & MOBILE APP; AND FURTHER, BROKER'S LIABILITY UNDER THIS ADDENDUM, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS ADDENDUM AND/OR ITS PROVISION OF THE WEBSITE & MOBILE APP SHALL BE LIMITED TO \$50. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



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Email: JLUnitedFreight@gmail.com

"I, Jay Henry, am the Authorized Carrier Representative for J. L. United Freight, L.L.C. I am authorized to execute the Addendum to Motor Carrier Transportation Agreement ("Agreement") set out above dated 06/18/2021 7:16 AM (" Effective Date") between XPO Logistics and J.L. United Freight, L.L.C and legally bind the J. L. United Freight, L.L.C. to the terms and conditions set forth therein. This electronic signature serves as an original, and any electronic version and other signatures are incorporated as if originals into the Agreement. This electronic signature shall have the same force and effect as an original source.

BY CLICKING THE CHECKBOX BY MY NAME ABOVE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING ON J. L. United Freight, L.L.C. I UNDERSTAND AND ACKNOWLEDGE THAT J. L. United Freight, L.L.C IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT."