

LINEHAUL SERVICE PROVIDER AGREEMENT

This LINEHAUL SERVICE PROVIDER AGREEMENT (this “Agreement”) is effective as of January 17, 2016 (“Effective Date”) between [LINEHAUL SERVICE PROVIDER], a [STATE] limited liability company (“Carrier”), and Amazon Logistics, Inc., a Delaware corporation (“AMZL”).

1. SERVICES

1.1. Recipients. As used in this Agreement, “Amazon” means AMZL or any of its Affiliates for which Carrier performs Services under this Agreement. Each AMZL Affiliate receiving Services hereunder is an express intended third party beneficiary of this Agreement and will be entitled to enforce this Agreement as if an original signatory hereto. As used in this Agreement, “Affiliate” means, with respect to a specified entity, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with such specified entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2. Services. At Amazon’s request, Carrier will provide truckload transportation services, including receiving, loading, storing, transporting, delivering, and unloading, and related services (collectively, the “Services”) within the geographic area(s) described in each Coverage Schedule attached to this Agreement (“Coverage Schedule”). Additional Coverage Schedules may be added under this Agreement from time to time upon mutual agreement of the parties. Carrier will provide Services between origin and destination pairs (“Routes”), upon request by Amazon and acceptance of such Route by Carrier; provided that Carrier will use commercially reasonable efforts to accept and complete mutually determined planned recurring Routes. Unless otherwise mutually agreed, Carrier will provide all equipment, personnel, software and supplies required to perform the Services. Notwithstanding anything to the contrary in this Agreement or any communications among the parties, Amazon makes no promises or representations whatsoever as to the amount of business Carrier can expect at any time (whether before or after termination of this Agreement) under this Agreement. Amazon may from time to time give Route plans or volume and other projections to Carrier, but such projections are speculative only and will not give rise to Amazon liability. Amazon may engage the services of other companies that perform the same or similar services as those provided by Carrier. Unless otherwise mutually agreed, Carrier will comply with the service levels, procedures, reporting requirements, tracking requirements and other standards set forth in attached Exhibit A (the “Service Level Agreements”).

1.3. Reports, Audits and Record Retention. Carrier will provide business activity reports in a mutually agreed format at no additional charge, including (A) performance and exception reports at a frequency determined by Amazon, (B) electronic summary reports itemizing volume on a periodic basis determined by Amazon, and (C) such other reports described in this Agreement or reasonably requested by Amazon. Carrier will keep true and accurate books and records relating to this Agreement and the Services hereunder (collectively “Records”) in accordance with generally accepted accounting standards. At Amazon’s request during the term of this Agreement and for three years thereafter, Carrier will (x) enable Amazon and its designees to conduct a service and performance audit to determine if Carrier is meeting its obligations under this Agreement, including providing access to and electronic copies of all relevant Records in a satisfactory mode and format that enables Amazon and its designees to conduct such audit, and (y) permit Amazon and its designees to conduct an on-site inspection of the facilities, processes, systems, and working conditions applicable to the provision of the Services to determine if Carrier is in compliance with this Agreement and applicable Law. Carrier will reimburse Amazon for the full amount of any overcharge identified in the audit within 10 days following receipt of the audit results.

1.4. Trailer Assets. Amazon may from time to time provide trailers sourced by or for Amazon (“Trailer Assets”) to be transported as part of the Services. If Trailer Assets are provided, then (A) Carrier will be responsible for inspecting the Trailer Assets for any damage or hazard prior to departure and reporting any damage or hazard to Amazon, and transportation of any Trailer Asset by Carrier indicates the absence of any damage or safety related defects and Carrier’s acceptance of responsibility for the safe operation of the Trailer Asset, (B) Carrier will be responsible for any damage or casualty to Trailer Assets while under the care, custody, or control of Carrier or its Personnel, and (C) Carrier will return Trailer Assets as directed by Amazon, in substantially the same condition as received (reasonable wear and tear excepted). Unless otherwise expressly directed by Amazon in writing, (x) the Trailer Assets will not under any circumstances be driven, moved, or maintained outside of the United States of America or inside of the geographic boundaries of any state specified by Amazon from time to time, and (y) the Trailer Assets will be dedicated exclusively to the Services contemplated by this Agreement.

1.5. Use of Mobile Technology. From time to time, Amazon may impose requirements on Carrier regarding the use of mobile technology, including phone, text, SMS, or mobile applications (collectively, “Mobile Technology”), by providing written notice to Carrier (including via email). If Amazon so requires, Carrier will cause its Personnel to utilize the Mobile Technology specified by Amazon when performing Services. If Carrier fails to cause its Personnel to use the Mobile Technology required by Amazon at any time, Amazon may, in its discretion, suspend performance of any or all of its obligations under this Agreement (including its payment obligations under Section 2).

1.6. Licensed Materials. If Amazon provides Carrier with access to any software (including any mobile application), technology, content, or other information (together with any related manuals and other documentation, collectively, “Licensed Materials”), Amazon grants to Carrier, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Licensed Materials in the United States, solely for the purpose of performing the Services. Carrier will not, in whole or in part: (a) copy the Licensed Materials; (b) distribute copies of the Licensed Materials or any part of the Licensed Materials to any third party; (c) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble or make derivative works based on the Licensed Materials or any part of the Licensed Materials; (d) rent, loan, sublicense, lease, distribute or attempt to grant other rights to the Licensed Materials or any part of the Licensed Materials to third parties; (e) permit remote access to the Licensed Materials by any third party; or (f) use the Licensed Materials other than to perform the Services.

2. PAYMENT; TAXES

2.1. Rates and Charges. Amazon will pay Carrier in accordance with the rate structure set forth in the applicable Coverage Schedule (including, as applicable, base rates and any additional rates set forth in the applicable Coverage Schedule) (“Rates”) and the accessorial fees, surcharges and other charges set forth in attached Exhibit B (“Accessorial Charges”). Rates and Accessorial Charges will not be modified during the term of this Agreement, except by mutual agreement of the parties. Carrier is entitled to no other fees, costs, accessories, additional, expenses, charges, surcharges, tariffs or other compensation or reimbursement for the Services other than as provided in the applicable Coverage Schedule and Exhibit B, in each case as may be modified by the parties in accordance with this Section 2.1.

2.2. Payment

A. Weekly Route Report and Payment. With respect to each calendar week (i.e., Sunday through Saturday, a “Measurement Period”), Amazon will provide to Carrier a summary report of Routes completed in such Measurement Period and the Rates and Accessorial Charges payable in respect of those Routes (the “Weekly Route Report”) within three calendar days after the end of

such Measurement Period. Amazon will pay the payable amount stated on the Weekly Route Report to Carrier within 10 calendar days after the end of the applicable Measurement Period. Carrier will have an opportunity to dispute any payment made by Amazon under this Section 2.2(A) by providing written notice of dispute to Amazon within 30 calendar days after the applicable Weekly Route Report is provided to Carrier, and Carrier's failure to provide such written notice conclusively indicates Carrier's acceptance of such payment without reservation. In the event of a dispute, the parties will use commercially reasonable efforts to resolve such dispute promptly; provided that, for the avoidance of doubt, Amazon's measurements of truckload location (by GPS, survey, physical check or otherwise) and Route completion will be determinative. Amazon will only pay for truckload shipments actually tendered to Carrier for Routes completed under this Agreement, even if Route plans or other documentation reflect certain alternative or additional truckload shipments not actually tendered to Carrier.

B. Fuel Program. Amazon may, but will not be obligated to, establish a fuel program pursuant to which Carrier may be enabled to purchase fuel under one or more fuel cards provided by Amazon or a third party (a "Fuel Program"). Carrier may be required to execute additional documents and agreements in order to participate in a Fuel Program. If Carrier participates in a Fuel Program, Carrier will be invoiced on a weekly basis at a discount to the ordinary retail price for all fuel purchases made on the fuel cards assigned to Carrier's account, and Carrier will pay the amount stated on the invoice within 10 calendar days after the invoice is furnished to Carrier. Amazon may deduct from and offset against any amounts owing by Amazon to Carrier under this Agreement any sums payable by Carrier to Amazon under this Section 2.2(B). Amazon may, in its sole discretion, terminate any Fuel Program or exclude Carrier from participating in a Fuel Program at any time.

C. Segregating Accounts. At Amazon's election from time to time, Carrier will promptly create separate accounts and accept separate reports and payments for AMZL and each AMZL Affiliate for which it provides Services and, to the extent applicable, each Third Party Shipper. The payment obligation under each such separate account and report is a separate obligation solely of AMZL, the AMZL Affiliate, or the Third Party Shipper, as applicable, to which the reported Services were provided, and no other person or entity will have any obligation with respect to such account or under such report.

2.3. Taxes. Carrier may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that Carrier is legally obligated to charge in connection with the Services ("Taxes"), provided that those Taxes are stated separately and meet the appropriate tax requirements for a valid tax invoice. Amazon may provide Carrier an exemption certificate acceptable to the relevant taxing authority, in which case Carrier will not collect the Taxes covered by such certificate. Carrier will be responsible for all other taxes (including interest and penalties) or fees arising from transactions and the documentation of transactions under this Agreement. Amazon may deduct or withhold any taxes that Amazon determines it is obligated to withhold from any amounts payable to Carrier under this Agreement, and payment to Carrier as reduced by such deductions or withholdings will constitute full payment and settlement to Carrier of all amounts payable to Carrier under this Agreement. Throughout the term of this Agreement, Carrier will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

3. TERM AND TERMINATION

3.1. Term. The term of this Agreement will begin as of the Effective Date and, unless earlier terminated in accordance with this Section 3, will continue until the first anniversary of the Effective Date

(“Initial Term”). Upon expiration of the Initial Term, this Agreement will automatically renew and continue until either party gives 120 days’ prior written notice of termination to the other (such notice, a “Termination Notice”).

3.2. Continuation. Carrier may not terminate this Agreement by Termination Notice (as provided in Section 3.1) with an effective date during any October 1 through January 15 period, and any Termination Notice that would otherwise become effective during such period will be suspended until becoming effective on the next-occurring January 16.

3.3. Termination for Breach. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and fails to cure such breach within 30 days of receipt of notice from the non-breaching party identifying such material breach and notice of the intent to terminate if such material breach is not cured.

3.4. No Termination or Non-Renewal Payment. Neither party will be entitled to any severance payment, penalty, damages, loss of goodwill, prospective profits, anticipated income or other compensation in any form or manner (including on account of any expenditures, investments, leases or commitments made by such party) based upon, or due to, the other party’s decision to terminate (for any or no reason) or refrain from renewing this Agreement. For the avoidance of doubt, Amazon makes no promises or representations whatsoever as to the amount of business Carrier can expect at any time (including following the delivery of any notice of termination by either party) under this Agreement.

3.5. Insolvency. If either party is adjudicated bankrupt, institutes voluntary proceedings for bankruptcy or reorganization, makes an assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver for it or its property, or admits in writing its inability to pay its debts as they become due, the other party may terminate this Agreement upon provision of notice.

3.6. Violation of Compliance Requirements. If Carrier violates any of the Compliance Requirements (as defined in Section 4.4), Amazon will have the right to immediately terminate or suspend performance under this Agreement.

3.7. Survival. No termination or expiration of this Agreement for any reason will relieve any party of any liability or obligation to the extent accrued prior to such termination or expiration. The following provisions will survive termination or expiration of this Agreement under any circumstance: Reports, Audits and Record Retention (Section 1.3), Taxes (Section 2.3), Term and Termination (this Section 3), Representations, Warranties, and Covenants (Section 4), Confidentiality; Proprietary Rights (Section 5), Defense/Indemnity (Section 6), Loss or Damage to Goods (Section 7), Insurance (Section 8), General (Section 10) and any other provision of this Agreement (including all exhibits hereto) that by their nature or express terms extend beyond termination or expiration.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Carrier represents, warrants, and covenants, as applicable, to Amazon that:

4.1. Carrier Representations. Carrier has all right, power and authority to enter into this Agreement and perform its obligations hereunder. Carrier’s entry into and performance of its obligations under this Agreement will not (with or without the passage of time or giving of notice or both) violate any governing document, any third party agreement or arrangement or any federal, state, local, or foreign law, statute, order, judgment, regulation or other rule (“Law”), in each case by which Carrier is bound or to which Carrier or its assets is subject.

4.2. Service Representations. Carrier and its Personnel (as defined in Section 9.2) will: (A) perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (B) meet, at a minimum, the Service Level Agreements and any other requirements of this Agreement; (C) promptly notify Amazon of any accident, incident, or event that impairs the safety of or delays delivery of shipments, and will use reasonable care and due diligence in the protection of the goods or shipments; and (D) at all times have sufficient equipment, personnel and resources available to handle all Amazon capacity requirements for Carrier (and, in any case in which Carrier believes, in its reasonable business judgment, that it does not have sufficient equipment, personnel and resources available to handle all Amazon capacity requirements, Carrier will immediately notify Amazon in writing).

4.3. Proprietary Rights. The Services performed by or on behalf of Carrier and the Deliverables and any reports, information, data or other materials provided by or on behalf of Carrier (including Amazon's exercise of its rights under this Agreement with respect to such Services, Deliverables and other materials) will not violate, misappropriate or infringe any third party's trademarks, trade secrets, confidentiality rights, copyrights, patents and any other intellectual property or proprietary rights in any jurisdiction (collectively, "Proprietary Rights").

4.4. Compliance. Carrier and its Personnel will: (A) comply with all applicable Laws in carrying out the Services; (B) hold and comply with all licenses, permits, authorities, and approvals required to perform the Services, including any operating authority required by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation (the "FMCSA"), and maintain a satisfactory safety rating with the FMCSA; and (C) comply with (I) Amazon's Supplier Code of Conduct, which is posted at <http://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=200885140> on the Effective Date, and (II) any social compliance and safety requirements made available by Amazon to Carrier (the requirements described in clauses (A) through (C) of this Section 4.4 and in Section 4.6, the "Compliance Requirements").

4.5. Common Carrier. Carrier is a "common carrier," which is defined as an individual, a company, or a public utility that is in the regular business of providing transportation services or transporting people or freight (as distinguished from a private carrier that only transports occasionally or as a one-time-only event), and is in compliance with all Laws applicable to common carriers.

4.6. Receipts and Bills of Lading. Upon delivery of each shipment made under this Agreement, Carrier will obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by Amazon or the Third Party Shipper, as applicable, and Carrier will cause the receipt to be signed by the consignee. Any terms, conditions, and provisions of the bill of lading, manifest, or other form of receipt or contract will be subject and subordinate to the terms, conditions, and provisions of this Agreement. Carrier will notify Amazon immediately of any exception made on the bill of lading or delivery receipt. Carrier will retain all agreements, bills of lading, freight invoices, delivery receipts, and other documentation utilized in the performance of the Services for a period of three years after delivery of the invoiced shipment or for such greater period of time as may be required by applicable Law.

4.7. Filings. Where required by Law, Carrier will ensure that all rates and terms and conditions that are the subject of this Agreement are filed with the appropriate government agency, if any.

4.8. No Liens. Carrier will not hold, and hereby waives all rights to, any lien or encumbrance upon any Amazon shipments, property or assets, including any packages, parcels or other cargo or transportation units tendered to Carrier or any documents relating thereto, in each case on behalf of itself and any third party landlord, contractor or other business relation engaged by Carrier.

4.9. Hazardous Materials. Carrier will notify Amazon's Dangerous Goods Compliance department (at the phone number or email address designated by Amazon for this purpose) promptly (and in any event within 24 hours) after Carrier becomes aware of any (a) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable Law and transported by Carrier under this Agreement (collectively, "Hazardous Materials"), (b) event or circumstance involving Hazardous Materials that violates or is reasonably likely to violate any applicable Law, or (c) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1. Confidentiality. The parties will comply with the terms of any nondisclosure agreement between Carrier and AMZL (or Affiliate of AMZL), as may be amended, superseded or otherwise modified from time to time ("NDA"). If no such agreement exists or if it has subsequently terminated or expired, Carrier and its representatives (A) will protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from Amazon in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Amazon's technology, customers, business plans, marketing activities, and finances and the contents and recipients of packages, parcels, and other cargo or transportation units) (collectively, "Confidential Information"), (B) will use Confidential Information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (C) will return all Confidential Information to Amazon promptly upon the termination of this Agreement. All Confidential Information will remain Amazon's exclusive property, and Carrier will have no rights to use Confidential Information except as expressly provided in this Agreement and the NDA (if applicable).

5.2. Publicity Restriction. Carrier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its Affiliates in any manner (including use in any client list, press release, advertisement or other promotional material) without prior written authorization of such use by a Vice President of Amazon.

5.3. Deliverables. When from time to time Carrier delivers any reports, information, data or other materials related to the Services pursuant to Section 1.3, Section 2 of Exhibit A, or otherwise ("Deliverables"), Amazon owns, or upon assignment by the creator will own, all right, title and interest (including all Proprietary Rights) in such Deliverables. The Deliverables have been specially ordered and commissioned by Amazon as "work made for hire" for copyright purposes; provided that, to the extent that any Deliverables do not qualify as "work made for hire," Carrier hereby assigns to Amazon, its successors and assigns, all right, title and interest in and to the Deliverables.

5.4. Personal Information. Carrier will use any personally identifiable information it receives concerning Amazon customers, suppliers, employees or contractors, including names, addresses, e-mail addresses, telephone numbers, building or community access codes and financial information (collectively, "Personal Information" and together with Confidential Information, collectively, "Amazon Information"), solely for purposes of providing Services under this Agreement. Carrier will not transfer, rent, barter, trade, disclose or sell Personal Information and will not develop lists of or aggregate Personal Information. To the extent permitted by Law, Carrier will delete all instances (including backups and other copies) of Personal Information associated with each shipment within 120 days after completing the shipment. If Carrier is required by Law to maintain records more than 120 days after shipment, Carrier

will delete the Personal Information as soon as it is permitted. Before disposing of any hardware, media or software (including any sale or transfer of such material or any disposition of Carrier's business) that contains or previously contained Personal Information, Carrier will perform a complete forensic destruction of the Personal Information (which may include a physical destruction, preferably incineration, or secure data wipe) such that no such information can be recovered or retrieved.

5.5. Information Security.

A. Carrier will comply with Amazon's standards for protecting the confidentiality and integrity of all transmissions of Amazon Information. Amazon's choice of encryption mechanisms may depend on a number of factors (including technical capability, transaction volume, latency requirements, and availability requirements) and will be determined by Amazon in its reasonable business judgment

B. Carrier will inform Amazon within eight hours of detecting any actual or suspected unauthorized access, collection, acquisition, use, transmission, disclosure, corruption, or loss of Amazon Information, or breach of any environment (i) containing Amazon Information, or (ii) managed by Carrier with controls substantially similar to those protecting Amazon Information (each, a "Security Incident"). Carrier will remedy each Security Incident in a timely manner and provide Amazon written details regarding Carrier's internal investigation regarding each Security Incident. Carrier will not notify any regulatory authority, nor any customer, on behalf of Amazon unless Amazon specifically requests in writing that Carrier do so and Amazon reserves the right to review and approve the form and content of any notification before it is provided to any party. Carrier will cooperate and work together with Amazon to formulate and execute a plan to rectify all confirmed Security Incidents.

C. If Carrier is required by Law to retain archival copies of Amazon Information for tax or similar regulatory purposes, the archived Amazon Information must be stored in one of the following ways: (i) as a "cold" or offline (i.e., not available for immediate or interactive use) backup stored in a physically secure facility; or (ii) encrypted in accordance with specifications determined by Amazon in its reasonable business judgment, where the system hosting or storing the encrypted file(s) does not have access to a copy of the key(s) used for encryption.

6. **DEFENSE/INDEMNITY**

6.1. Carrier hereby releases and will defend, hold harmless, and indemnify Amazon, each of its Affiliates, and the respective directors, officers, Personnel, successors and assigns of any of the foregoing, from and against any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees) arising out of or resulting from any third party allegation or claim based on or relating to (A) any personal injury, death, or property damage caused by an act or omission by Carrier, any of its Affiliates, or any of the respective Personnel of any of the foregoing in connection with the provision of the Services, (B) any Carrier breach of this Agreement, (C) any infringement or misappropriation of any Proprietary Right, or (D) gross negligence or willful misconduct of Carrier, any of its Affiliates, or any of the respective Personnel of any of the foregoing (collectively, "Amazon Indemnified Claims").

6.2. Amazon hereby releases and will defend, hold harmless, and indemnify Carrier, each of its Affiliates, and the respective directors, officers, Personnel, successors and assigns of any of the foregoing, from and against any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees) arising out of or resulting from any third party allegation or claim based on or relating to gross negligence or willful misconduct of Amazon, any of its Affiliates, or any of the respective Personnel of any of the foregoing in connection with the tender of transportation units to Carrier for

Services (collectively, “Carrier Indemnified Claims” and, together with Amazon Indemnified Claims, “Claims”).

6.3. A party’s duty to defend is independent of its duty to indemnify. The obligations under this Section 6 are independent of all other obligations under this Agreement. The indemnifying party hereunder will use counsel reasonably satisfactory to the indemnified party to defend each Claim, and the indemnified party will reasonably cooperate (at the indemnifying party’s expense) in the defense. An indemnifying party will not consent to the entry of any judgment or enter into any settlement without the indemnified party’s prior written consent, which may not be unreasonably withheld. The parties agree that this Section 6 does not apply to claims for loss or damage under Section 7.

7. LOSS OR DAMAGE TO GOODS

7.1. Claims. Subject to Section 7.2 and Section 7.3, Carrier will be responsible for all loss or damage to cargo while in the possession, care, or control of Carrier, its Affiliates, or any of their respective Personnel and will pay claims at Amazon’s or the Third Party Shipper’s actual cost, including replacement cost of goods and direct costs associated with packaging, handling and shipping. Claims for lost or damaged cargo may be based upon Amazon’s or the Third Party Shipper’s manifest, may be initiated electronically (including via e-mail), and may be filed at any time within nine months after the cargo was tendered to Carrier. Except as provided in this Agreement, Amazon will submit all claims for overage, shortage, loss and damage and any resulting salvage under this Agreement and will handle and process those claims in accordance with 49 CFR Part 370. Carrier will acknowledge receipt of these claims within 30 days, and pay, decline, or make a firm compromise settlement offer in writing to Amazon within 120 days of receipt.

7.2. Liability Limit. Carrier will in no event be liable for any loss or damage to goods for any amount in excess of \$100,000 per truckload (full or partial), except (A) in connection with Carrier’s negligence or willful misconduct, or (B) as set forth below in Section 7.3.

7.3. Additional Coverage. With respect to any shipment(s) or class(es) of shipments, Amazon will have the option of paying a special compensation to increase the liability of Carrier in excess of the amount specified above in case of any loss, theft or damage to goods, effective upon mutual agreement of the parties indicating the shipment(s) or class(es) covered, the increased limit of Carrier’s liability and the special compensation payable.

7.4. Cooperation. Carrier will cooperate at its expense with Amazon loss prevention and investigative personnel in the conduct of investigations and preparation of reports related to loss, damage, fraud, shrinkage, misdelivery, theft and other matters of mutual concern.

8. INSURANCE

Throughout the Term, Carrier will carry at its expense (and ensure that its subcontractors carry): (1) commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate; (2) business automobile liability or truckers liability insurance (x) with a limit of not less than \$1,000,000 per occurrence covering any auto and attached trailers, including Trailer Assets, (y) including collision and comprehensive physical damage coverage with limits sufficient to cover the full replacement value of Trailer Assets, but in no event less than \$25,000, and (z) naming Amazon as a loss payee; (3) worker’s compensation insurance in all jurisdictions where Carrier performs Services for Amazon, and employer’s liability insurance with a limit of not less than \$100,000 per occurrence; and (4) cargo insurance with a limit of not less than \$100,000 at all times. All such policies will also cover Carrier’s liability hereunder for any acts by subcontractors. Carrier will not permit its

insurance policy coverage limits to be reduced below the minimum amounts set forth above or any such policy to be cancelled or allowed to expire without at least 30 days prior written notice to Amazon. Carrier will cause AMZL and each of its Affiliates to be named as additional insureds on the policies referenced in clauses (1) and (2) of this Section 8 and will provide a waiver of subrogation on the policies referenced in clauses (1) through (4) of this Section 8. Carrier will submit certificates of insurance for the coverage required under this Section 8 at commencement of the Services and at Amazon's request. Carrier will furnish certificates of insurance to Amazon (i) via pre-paid post to Amazon.com, Attn: Risk Management, P.O. Box 81226, Seattle, WA 98109-1226, (ii) via email to coi@amazon.com, or (iii) by such other means (including by providing certificates of insurance to one or more of Amazon's third-party service providers) designated by Amazon in writing from time to time. Amazon's knowledge or approval of any of Carrier's insurance policies does not relieve or limit any of Carrier's obligations under this Agreement, including liability under Section 6 or Section 6.1 for claims exceeding required insurance limits.

9. PERSONNEL; INDEPENDENT CONTRACTORS

9.1. Relationship of the Parties. Carrier and Amazon are independent contractors. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties, and neither party will be entitled to act for or bind the other in any manner, except to the extent expressly set forth in this Agreement.

9.2. Carrier's Personnel. All Personnel furnished by Carrier to provide Services are employees, agents or subcontractors of Carrier and are not employees, agents or subcontractors of Amazon. Carrier has exclusive responsibility for and exclusive control over its Personnel, its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Carrier will ensure that all its Personnel comply with Amazon's rules and policies while on Amazon's premises, and, for transportation to or from the premises of a customer, supplier or other business relation of Amazon, Carrier will ensure that its Personnel comply with such third party's rules and policies while on such third party's premises. Carrier has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Carrier is solely responsible for all salaries and other compensation of Personnel who provide Services. Carrier is solely responsible for making all deductions and withholdings from the salaries and other compensation of its Personnel and for paying all contributions, taxes and assessments. Carrier's Personnel are not eligible to participate in any employment benefit plans or benefits available to Amazon employees. Carrier has no authority to bind Amazon to any agreement or obligation. For security purposes, Carrier will inform Amazon promptly if any of Carrier's Personnel who provides or has provided Services ceases to be employed or engaged by Carrier and will cause such Personnel to return any of Amazon's property (including key cards or other means of gaining access to Amazon's facilities) that may be in the possession of such Personnel to Amazon. As used in this Agreement, "Personnel" means the employees, contractors, subcontractors, agents and representatives of a person or entity.

9.3. Subcontractors. Notwithstanding the existence or terms of any subcontract permitted under Section 10.1, Carrier will remain responsible for the full performance of the Services in accordance with the Service Level Agreements and other requirements of this Agreement. The terms and conditions of this Agreement are binding upon Carrier, its Affiliates and their respective Personnel. Carrier will (A) ensure that such entities and individuals comply with this Agreement and (B) be responsible for all acts, omissions, negligence and misconduct of such entities and individuals. Carrier will also ensure that all subcontractors effectively and irrevocably waive any lien upon (or other right with respect to) the packages, parcels and other cargo or transportation units transported, regardless of whether such subcontractor would otherwise be entitled to such lien or other rights under contract or applicable law, and waive any claim (including for amounts owed for delivery services) against Amazon, its Affiliates

and any recipient. Without in any way limiting Carrier's obligations or Amazon's rights under Section 6, if any subcontractor asserts any claim, demand, suit, or action ("Subcontractor Claim") against Amazon or any of its Affiliates and Carrier is then undergoing any bankruptcy proceeding, then Amazon may at its sole discretion, but is not obligated to, defend or settle such Subcontractor Claim at Carrier's cost and expense; provided, for the avoidance of doubt, that if Amazon incurs or pays any loss, damage, settlement, cost, expense or any other liability (including reasonable attorneys' fees) relating to such Subcontractor Claim, Amazon may set off such amounts in full against any amounts Amazon owes to Carrier or demand immediate full reimbursement from Carrier.

10. GENERAL

10.1. Assignment. Carrier will not assign or otherwise transfer this Agreement (in whole or in part, directly, indirectly or by operation of law), or subcontract or delegate any of Carrier's obligations or rights under this Agreement, without Amazon's prior written consent. For the purposes of this Section 10.1, an assignment includes any asset transfer, assignment by operation of law or merger, and any direct or indirect equity recapitalization, reorganization or sale transaction after which the direct or indirect holders of Carrier on the Effective Date no longer hold 50% of Carrier controlling and economic interests. Any attempt to assign, subcontract or delegate in violation of this Section 10.1 is void in each instance. Subject to the foregoing in this Section 10.1, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

10.2. Governing Law/Venue. The internal laws of the State of Washington, excluding its conflicts of law rules, govern this Agreement. Carrier irrevocably submits to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington, for any dispute arising out of this Agreement and waives all objections to jurisdiction and venue of such courts.

10.3. Notices. Notices under this Agreement are sufficient only if made in writing and delivered by personal delivery, certified mail, nationally-recognized overnight courier service, facsimile with electronic confirmation or email to the other party, in each case in accordance with this Section 10.3. Such notice is effective: (A) when delivered personally, (B) three business days after sent by certified mail (return receipt requested) to the applicable address(es) set forth in the signature blocks below, (C) on the next business day after being sent by a nationally recognized courier service to the applicable address(es) set forth in the signature blocks below, or (D) on the day acknowledged in writing (email or otherwise) by the recipient party when delivered by email, but only to the extent such email notice has been sent to an employee of the recipient party having knowledge of the matter contained in the notice (and, in the case of notice to Amazon, with a copy to contracts-legal@amazon.com) and is conspicuously identified as a notice under this Agreement. To the extent that a recipient party's notice address information is not set forth in the applicable Agreement signature block, a notifying party may instead use contact information otherwise available on file.

10.4. Amendment and Waiver. Except as set forth in this Section 10.4, this Agreement may not be amended, suspended, superseded or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by the authorized representative of each of the parties; provided, that in each instance in this Agreement (including any schedule or exhibit to this Agreement) where reference has been made to establishing or deviating from the terms of this Agreement as "mutually agreed" (or with substantially similar terms), the parties may so agree by any commercially reasonable means of written communication in advance, including by electronic mail exchange among authorized representatives with proposal/request and confirmation. No waiver will be effective under this Agreement except by a written instrument, expressly identifying the rights waived and signed by the authorized representative of each person or entity to be bound thereby. A waiver regarding any breach or default will not constitute a waiver with respect to any different or subsequent default unless expressly

provided in such waiver instrument. Without limiting the generality of the foregoing, a party has not agreed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right hereunder.

10.5. Remedies. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. Carrier will, at no cost to Amazon, promptly and satisfactorily correct any Services provided in a manner not in conformity with the requirements of this Agreement or any other noncompliance with this Agreement noted in connection with any review or inspection. Any amount due and payable from one party to another under this Agreement may be deducted from or set off against any other amounts payable to such party from such other party. Any material breach of this Agreement by Carrier would cause Amazon irreparable harm for which Amazon has no adequate remedies at law. Accordingly, Amazon is entitled to specific performance of this Agreement or injunctive relief for any such breach. Carrier waives all claims for damages by reason of the wrongful issuance of an injunction, and Carrier's only remedy in that case is the dissolution of that injunction.

10.6. Construction. Each addendum, exhibit and schedule associated with this Agreement is hereby incorporated by reference, as if fully set forth herein, and each reference to an exhibit in this Agreement will include all subsections or portions of such exhibit. If any provision of this Agreement is determined to be unenforceable in any jurisdiction, the parties intend that this Agreement be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable, and further agree to substitute for the invalid provision a valid provision (with respect to such jurisdiction) which most closely approximates the intent and economic effect of the invalid provisions. The parties intend that each covenant, representation and warranty in this Agreement will have independent significance, and no breach or violation will be mitigated, and no right or obligation will be modified, foreclosed or waived, by the existence of any other provision relating to the same subject matter, regardless of the relative levels of specificity. The section headings of this Agreement are for convenience only and have no interpretive value. References to currency or "\$" in this Agreement refer to the United States of America dollar unless otherwise expressly noted. The use of the word "including" and similar terms in this Agreement will be construed without limitation. References in this Agreement to "business days" will refer to each day other than a Saturday or Sunday or a day that commercial banking institutions in Seattle, Washington, are authorized or required by Law to remain closed. Each party and its counsel has reviewed and jointly participated in the establishment of this Agreement. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply, and no presumptions will be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final deletion of a term contained in a prior draft. Except as expressly set forth in this Agreement, the terms and conditions of this Agreement will apply solely for the benefit of the parties hereto (including their permitted successors and assigns), and nothing under this Agreement will give any other third party any benefit, right or remedy hereunder.

10.7. Third Party Shippers. Amazon may from time to time designate one or more third parties (including third parties designated to ship items for or at the request of Amazon (including items purchased through any e-commerce website operated in whole or in part by Amazon)) to whom you will provide Services under this Agreement (a "Third Party Shipper"), with it being understood and agreed that (A) all Third Party Shipper transactions and accounts will be governed by this Agreement, and (B) the terms, conditions, rights and rates hereunder will extend to such Third Party Shippers as beneficiaries hereunder.

10.8. Counterparts. Each party may effect the execution and delivery of this Agreement and any amendment or addendum hereto by facsimile or electronic transmission (including in portable document format or by electronic signature) of one or more signed counterparts that together will constitute one and the same instrument.

10.9. LIMITATION OF LIABILITIES. AMAZON WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST OPPORTUNITIES OR PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EXCEPT (FOR THE AVOIDANCE OF DOUBT) AMAZON'S DEFENSE OR INDEMNITY OBLIGATIONS WITH RESPECT TO CLAIMS BY THIRD PARTIES FOR, OR OTHERWISE RESULTING IN, SUCH DAMAGES. CARRIER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST OPPORTUNITIES OR PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EXCEPT IN CONNECTION WITH ANY (A) BREACH OF ANY CONFIDENTIALITY OBLIGATION, (B) INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHT, (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER, ITS AFFILIATES, OR ANY OF THE RESPECTIVE PERSONNEL OF ANY OF THE FOREGOING, (D) BREACH OF COMPLIANCE REQUIREMENTS, OR (E) FOR THE AVOIDANCE OF DOUBT, CARRIER'S DEFENSE OR INDEMNITY OBLIGATIONS WITH RESPECT TO CLAIMS BY THIRD PARTIES FOR, OR OTHERWISE RESULTING IN, SUCH DAMAGES.

10.10. Entire Agreement. This Agreement, together with the NDA and all other documents referenced in this Agreement, constitutes the complete and final agreement of the parties pertaining to the Services and supersedes the parties' prior agreements, understandings, requests for information, requests for proposals, communications and discussions, oral or written, relating to the subject matter hereof.

The parties may use standard business forms, including bills of lading, waybills, proof of delivery documents and invoices, but use of such forms is for convenience only and does not alter the provisions of this Agreement even if signed by either or both parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY WRITING, INCLUDING ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, BILL OF LADING, WAYBILL, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, TARIFF, OR CIRCULAR).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

This Agreement is signed by duly authorized representatives of the parties.

AMZL:

CARRIER:

AMAZON LOGISTICS, INC.

[LINEHAUL SERVICE PROVIDER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address:

Address:

Amazon Logistics, Inc.
Attention: Sr. Manager, AMZL NA
(if by USPS):
P.O. Box 81226
Seattle, WA 98108-1226
(if by courier):
410 Terry Avenue North
Seattle, WA 98109-5210;
with a copy
Attention: General Counsel
(same P.O. box and courier address)

DRAFT ONLY

COVERAGE SCHEDULE #1

1. Unless otherwise mutually agreed by the parties, all Routes serviced by Carrier will be subject to this Coverage Schedule.
2. The Rates for each Route subject to this Coverage Schedule are set forth in attachments to this Coverage Schedule. These Rates are subject to increase by the applicable Accessorial Charges set forth in Exhibit B.

DRAFT ONLY

Attachments to Coverage Schedule #1 – Rates

DRAFT ONLY

Mid-South

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
CVG1	CVG5	41048	41048	1.0	\$50.7900	\$50.79
CVG5	CVG1	41048	41048	1.0	\$50.7900	\$50.79
IND2	IND3	46168	46168	1.0	\$50.7900	\$50.79
CVG2	CVG3	41048	41048	1.0	\$50.7900	\$50.79
CVG3	CVG2	41048	41048	1.0	\$50.7900	\$50.79
CVG5	CVG2	41048	41048	1.0	\$50.7900	\$50.79
CVG2	CVG1	41048	41048	1.0	\$50.7900	\$50.79
CVG2	TOPS	41048	41048	1.0	\$50.7900	\$50.79
CVG5	CVG3	41048	41048	1.0	\$50.7900	\$50.79
IND3	IND2	46168	46168	1.0	\$50.7900	\$50.79
MKE1	MKE5	53144	53144	1.0	\$50.7900	\$50.79
IND5	IND2	46168	46168	1.0	\$50.7900	\$50.79
LEX1	LEX2	40511	40511	1.0	\$50.7900	\$50.79
MKE5	MKE1	53144	53144	1.0	\$50.7900	\$50.79
IND5	IND4	46168	46231	4.9	\$11.3102	\$55.42
UIN1	UIN1	46168	46231	4.9	\$11.3102	\$55.42
UIN1	IND2	46231	46168	4.9	\$11.3102	\$55.42
IND2	UIN1	46168	46231	4.9	\$11.3102	\$55.42
IND4	IND2	46231	46168	4.9	\$11.3102	\$55.42
IND2	IND4	46168	46231	4.9	\$11.3102	\$55.42
IND4	IND5	46231	46168	4.9	\$11.3102	\$55.42
IND4	SP-INDIN	46231	46241	5.5	\$10.2055	\$56.13
SP-INDIN	IND4	46241	46231	5.8	\$9.7397	\$56.49
IND7	IND4	46241	46231	5.8	\$9.7397	\$56.49
IND7	IND2	46241	46168	9.8	\$6.2480	\$61.23
SP-INDIN	IND3	46241	46168	9.8	\$6.2480	\$61.23
IND7	IND5	46241	46168	9.8	\$6.2480	\$61.23
DHL-ERAKY	CVG1	41018	41048	10.9	\$5.7367	\$62.53
DHL-ERAKY	CVG2	41018	41048	10.9	\$5.7367	\$62.53
DHL-ERAKY	CVG3	41018	41048	10.9	\$5.7367	\$62.53
CVG1	DHL-ERAKY	41048	41018	11.3	\$5.5761	\$63.01
IND1	SP-INDIN	46075	46241	22.3	\$3.4103	\$76.05
SDF8	SDF6	47130	40165	21.9	\$3.4511	\$75.58
SDF8	SDF9	47130	40165	21.9	\$3.4511	\$75.58
SDF4	SDF8	40165	47130	22.3	\$3.4103	\$76.05
SDF6	SDF8	40165	47130	22.3	\$3.4103	\$76.05
SDF9	SDF8	40165	47130	22.3	\$3.4103	\$76.05
SP-INDIN	IND1	46241	46075	22.4	\$3.4004	\$76.17
IND1	UIN1	46075	46231	24.3	\$3.2272	\$78.42
IND1	IND4	46075	46231	24.3	\$3.2272	\$78.42
IND4	IND1	46231	46075	24.7	\$3.1943	\$78.90
UIN1	IND1	46231	46075	24.7	\$3.1943	\$78.90
BNA2	BNA3	37090	37127	26.1	\$3.0866	\$80.56
BNA3	BNA2	37127	37090	26.1	\$3.0866	\$80.56
IND1	IND3	46075	46168	28.4	\$2.9327	\$83.29
IND1	IND5	46075	46168	28.4	\$2.9327	\$83.29
IND1	IND2	46075	46168	28.4	\$2.9327	\$83.29
BNA3	BNA5	37127	37217	28.5	\$2.9267	\$83.41
IND5	IND1	46168	46075	28.7	\$2.9143	\$83.64
IND2	IND1	46168	46075	28.7	\$2.9143	\$83.64
IND3	IND1	46168	46075	28.7	\$2.9143	\$83.64
BNA5	BNA3	37217	37127	29.2	\$2.8849	\$84.24
CHA2	CHA1	37310	37416	34.7	\$2.6156	\$90.76
CHA1	CHA2	37416	37310	34.8	\$2.6115	\$90.88
SP-NBWI	MKE5	53151	53144	45.8	\$2.2690	\$103.92
MKE1	SP-NBWI	53144	53151	45.9	\$2.2667	\$104.04
MKE5	DCH2	53144	60053	48.0	\$2.2194	\$106.53
DCH2	MKE1	60053	53144	48.7	\$2.2045	\$107.36
UIL1	MKE1	60642	53144	58.3	\$2.0369	\$118.75
MKE1	UIL1	53144	60642	58.5	\$2.0338	\$118.98
DCH1	MKE5	60608	53144	63.1	\$1.9721	\$124.44
DCH1	MKE1	60608	53144	63.1	\$1.9721	\$124.44
MKE5	DCH1	53144	60608	63.2	\$1.9709	\$124.56
MKE1	DCH1	53144	60608	63.2	\$1.9709	\$124.56
SDF9	SDF1	40165	42718	66.4	\$1.9330	\$128.35
KILN	CVG1	45177	41048	67.6	\$1.9197	\$129.77
KILN	CVG5	45177	41048	67.6	\$1.9197	\$129.77
CVG1	KILN	41048	45177	68.3	\$1.9122	\$130.60
MKE5	DCH3	53144	60532	68.8	\$1.9070	\$131.20
DCH3	MKE1	60532	53144	69.0	\$1.9048	\$131.43
DCH3	MKE5	60532	53144	69.0	\$1.9048	\$131.43
CVG5	LEX1	41048	40511	73.1	\$1.8646	\$136.30
CVG3	LEX1	41048	40511	73.1	\$1.8646	\$136.30

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
CVG5	LEX2	41048	40511	73.1	\$1.8646	\$136.30
CVG3	LEX2	41048	40511	73.1	\$1.8646	\$136.30
LEX1	CVG5	40511	41048	73.2	\$1.8637	\$136.42
LEX1	CVG3	40511	41048	73.2	\$1.8637	\$136.42
LEX2	TOPS	40511	41048	73.2	\$1.8637	\$136.42
LEX1	CVG1	40511	41048	73.2	\$1.8637	\$136.42
LEX2	CVG2	40511	41048	73.2	\$1.8637	\$136.42
LEX2	CVG1	40511	41048	73.2	\$1.8637	\$136.42
LEX2	NRAM	40511	41048	73.2	\$1.8637	\$136.42
SDF8	LEX2	47130	40511	77.0	\$1.8301	\$140.92
SDF8	LEX1	47130	40511	77.0	\$1.8301	\$140.92
LEX1	SDF8	40511	47130	77.7	\$1.8243	\$141.75
LEX1	SDF1	40511	42718	84.1	\$1.7757	\$149.34
SDF1	LEX1	42718	40511	84.4	\$1.7737	\$149.70
SDF9	LEX1	40165	40511	84.5	\$1.7730	\$149.82
LEX1	SDF4	40511	40165	85.9	\$1.7634	\$151.48
LEX2	SDF9	40511	40165	85.9	\$1.7634	\$151.48
SDF1	SDF8	42718	47130	87.0	\$1.7561	\$152.78
MKE5	MDW2	53144	60433	87.8	\$1.7509	\$153.73
GSP1	CLT5	29303	28027	89.3	\$1.7414	\$155.51
DHL-ERAKY	SDF8	41018	47130	89.5	\$1.7402	\$155.75
SDF8	DHL-ERAKY	47130	41018	89.8	\$1.7383	\$156.10
CLT5	GSP1	28027	29303	89.9	\$1.7377	\$156.22
SP-CHNC	CAE1	28273	29172	91.7	\$1.7269	\$158.36
CVG1	SDF8	41048	47130	93.4	\$1.7170	\$160.37
TOPS	SDF8	41048	47130	93.4	\$1.7170	\$160.37
CVG2	SDF8	41048	47130	93.4	\$1.7170	\$160.37
CVG5	SDF8	41048	47130	93.4	\$1.7170	\$160.37
CVG3	SDF8	41048	47130	93.4	\$1.7170	\$160.37
SDF8	CVG1	47130	41048	93.9	\$1.7142	\$160.96
SDF8	CVG3	47130	41048	93.9	\$1.7142	\$160.96
SDF8	CVG2	47130	41048	93.9	\$1.7142	\$160.96
SDF8	CVG5	47130	41048	93.9	\$1.7142	\$160.96
CAE1	SP-CHNC	29172	28273	95.0	\$1.7081	\$162.27
GSP1	CAE1	29303	29172	98.2	\$1.6910	\$166.06
CAE1	GSP1	29172	29303	98.5	\$1.6895	\$166.42
CHA1	LA-MARGA	37416	30067	100.8	\$1.6781	\$169.15
LA-MARGA	CHA1	30067	37416	101.1	\$1.6766	\$169.50
LA-CHNC	CAE1	28206	29172	102.1	\$1.6718	\$170.69
CAE1	LA-CHNC	29172	28206	106.4	\$1.6522	\$175.79
SDF9	CVG5	40165	41048	112.0	\$1.6288	\$182.43
SDF4	CVG5	40165	41048	112.0	\$1.6288	\$182.43
SDF6	CVG5	40165	41048	112.0	\$1.6288	\$182.43
CVG5	SDF4	41048	40165	112.2	\$1.6281	\$182.67
CVG5	SDF6	41048	40165	112.2	\$1.6281	\$182.67
CVG5	SDF9	41048	40165	112.2	\$1.6281	\$182.67
CVG1	SDF9	41048	40165	112.2	\$1.6281	\$182.67
LA-MARGA	CHA2	30067	37310	114.4	\$1.6196	\$185.28
BNA3	CHA1	37127	37416	115.0	\$1.6173	\$185.99
CHA1	BNA3	37416	37127	115.7	\$1.6147	\$186.82
SP-INDIN	SDF8	46241	47130	115.9	\$1.6139	\$187.05
SDF8	SP-INDIN	47130	46241	116.1	\$1.6132	\$187.29
CVG1	SP-GCOH	41048	43123	116.6	\$1.6113	\$187.88
SP-GCOH	CVG1	43123	41048	117.0	\$1.6099	\$188.36
SP-GCOH	CVG2	43123	41048	117.0	\$1.6099	\$188.36
SP-GCOH	CVG3	43123	41048	117.0	\$1.6099	\$188.36
SP-INDIN	CVG2	46241	41048	117.2	\$1.6092	\$188.60
SP-INDIN	CVG1	46241	41048	117.2	\$1.6092	\$188.60
BNA2	SDF1	37090	42718	118.1	\$1.6059	\$189.66
SDF1	BNA2	42718	37090	118.5	\$1.6046	\$190.14
IND4	SDF8	46231	47130	121.0	\$1.5959	\$193.10
CLT5	CAE1	28027	29172	121.3	\$1.5949	\$193.46
SDF8	IND4	47130	46231	121.6	\$1.5938	\$193.81
IND4	CVG5	46231	41048	122.3	\$1.5915	\$194.64
IND4	CVG3	46231	41048	122.3	\$1.5915	\$194.64
CAE1	CLT5	29172	28027	123.6	\$1.5873	\$196.19
CVG5	IND4	41048	46231	124.0	\$1.5860	\$196.66
CVG2	IND4	41048	46231	124.0	\$1.5860	\$196.66
TOPS	IND4	41048	46231	124.0	\$1.5860	\$196.66
SDF8	IND3	47130	46168	124.6	\$1.5840	\$197.37
SDF8	IND2	47130	46168	124.6	\$1.5840	\$197.37
CHA1	UGA1	37416	30344	125.3	\$1.5818	\$198.20
CHA1	ATL6	37416	30344	125.3	\$1.5818	\$198.20
ATL6	CHA1	30344	37416	125.8	\$1.5802	\$198.79

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
UGA1	CHA1	30344	37416	125.8	\$1.5802	\$198.79
IND5	CVG1	46168	41048	126.3	\$1.5787	\$199.39
IND3	CVG1	46168	41048	126.3	\$1.5787	\$199.39
IND2	CVG2	46168	41048	126.3	\$1.5787	\$199.39
IND5	CVG2	46168	41048	126.3	\$1.5787	\$199.39
IND5	CVG3	46168	41048	126.3	\$1.5787	\$199.39
IND3	CVG2	46168	41048	126.3	\$1.5787	\$199.39
IND2	CVG5	46168	41048	126.3	\$1.5787	\$199.39
IND2	CVG1	46168	41048	126.3	\$1.5787	\$199.39
IND5	CVG5	46168	41048	126.3	\$1.5787	\$199.39
CVG1	IND5	41048	46168	127.0	\$1.5765	\$200.22
CVG2	IND2	41048	46168	127.0	\$1.5765	\$200.22
CVG2	IND5	41048	46168	127.0	\$1.5765	\$200.22
CVG5	IND5	41048	46168	127.0	\$1.5765	\$200.22
CVG5	IND2	41048	46168	127.0	\$1.5765	\$200.22
CVG1	IND2	41048	46168	127.0	\$1.5765	\$200.22
CVG3	IND3	41048	46168	127.0	\$1.5765	\$200.22
CVG3	IND5	41048	46168	127.0	\$1.5765	\$200.22
NRAM	IND2	41048	46168	127.0	\$1.5765	\$200.22
CVG5	IND3	41048	46168	127.0	\$1.5765	\$200.22
LEX1	KILN	40511	45177	130.1	\$1.5672	\$203.89
KILN	LEX1	45177	40511	130.3	\$1.5666	\$204.13
KILN	LEX2	45177	40511	130.3	\$1.5666	\$204.13
CHA1	SP-ATGA	37416	30294	130.8	\$1.5651	\$204.72
SP-ATGA	CHA1	30294	37416	131.5	\$1.5631	\$205.55
DHL-ERAKY	IND2	41018	46168	134.9	\$1.5537	\$209.59
DHL-ERAKY	IND5	41018	46168	134.9	\$1.5537	\$209.59
IND1	CVG5	46075	41048	137.4	\$1.5469	\$212.55
IND1	CVG2	46075	41048	137.4	\$1.5469	\$212.55
IND1	CVG3	46075	41048	137.4	\$1.5469	\$212.55
TOPS	IND1	41048	46075	137.9	\$1.5456	\$213.14
CVG3	IND1	41048	46075	137.9	\$1.5456	\$213.14
CVG5	IND1	41048	46075	137.9	\$1.5456	\$213.14
IND1	SDF8	46075	47130	137.9	\$1.5456	\$213.14
SDF8	IND1	47130	46075	138.1	\$1.5451	\$213.38
ATL6	CHA2	30344	37310	139.1	\$1.5426	\$214.57
UGA1	CHA2	30344	37310	139.1	\$1.5426	\$214.57
BNA5	CHA1	37217	37416	140.6	\$1.5388	\$216.35
BNA2	SDF9	37090	40165	140.9	\$1.5380	\$216.70
BNA2	SDF4	37090	40165	140.9	\$1.5380	\$216.70
BNA2	SDF6	37090	40165	140.9	\$1.5380	\$216.70
CHA1	BNA5	37416	37217	141.1	\$1.5375	\$216.94
CHA2	BNA3	37310	37127	143.6	\$1.5313	\$219.90
IND1	DHL-ERAKY	46075	41018	145.1	\$1.5278	\$221.68
DHL-ERAKY	IND1	41018	46075	145.8	\$1.5261	\$222.51
IND5	SDF4	46168	40165	146.6	\$1.5243	\$223.46
IND2	SDF6	46168	40165	146.6	\$1.5243	\$223.46
BNA2	CHA1	37090	37416	147.0	\$1.5234	\$223.94
CHA1	BNA2	37416	37090	147.2	\$1.5229	\$224.17
KILN	SDF8	45177	47130	150.6	\$1.5153	\$228.21
SDF8	KILN	47130	45177	150.8	\$1.5149	\$228.44
BNA5	SDF1	37217	42718	151.6	\$1.5131	\$229.39
CHA2	ATL6	37310	30344	153.1	\$1.5099	\$231.17
CHA2	UGA1	37310	30344	153.1	\$1.5099	\$231.17
DHL-ERAKY	SDF1	41018	42718	153.2	\$1.5097	\$231.29
SDF1	DHL-ERAKY	42718	41018	153.8	\$1.5085	\$232.00
CVG2	SDF1	41048	42718	157.1	\$1.5017	\$235.91
CVG3	SDF1	41048	42718	157.1	\$1.5017	\$235.91
SDF1	CVG3	42718	41048	157.9	\$1.5001	\$236.86
SDF1	CVG5	42718	41048	157.9	\$1.5001	\$236.86
BNA5	SDF6	37217	40165	159.9	\$1.4961	\$239.23
BNA5	SDF9	37217	40165	159.9	\$1.4961	\$239.23
IND1	DCH1	46075	60608	167.3	\$1.4824	\$248.01
KILN	IND5	45177	46168	166.2	\$1.4844	\$246.71
BNA5	CHA2	37217	37310	168.3	\$1.4807	\$249.20
CHA2	BNA5	37310	37217	169.0	\$1.4795	\$250.03
UIL1	IND1	60642	46075	169.3	\$1.4789	\$250.38
IND1	UIL1	46075	60642	169.4	\$1.4787	\$250.50
KILN	IND1	45177	46075	171.0	\$1.4760	\$252.40
IND1	KILN	46075	45177	171.4	\$1.4753	\$252.87
IND1	DCH2	46075	60053	182.1	\$1.4583	\$265.56
LEX1	SP-GCOH	40511	43123	178.4	\$1.4640	\$261.17
SP-GCOH	LEX1	43123	40511	179.7	\$1.4620	\$262.72
SP-GCOH	LEX2	43123	40511	179.7	\$1.4620	\$262.72



Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
DCH3	IND1	60532	46075	180.4	\$1.4609	\$263.55
SDF8	BNA5	47130	37217	180.6	\$1.4606	\$263.78
IND1	DCH3	46075	60532	180.9	\$1.4601	\$264.14
GSP1	ATL6	29303	30344	181.0	\$1.4600	\$264.26
ATL6	GSP1	30344	29303	181.2	\$1.4597	\$264.49
DCH2	IND1	60053	46075	181.8	\$1.4588	\$265.21
IND2	UIL1	46168	60642	184.6	\$1.4547	\$268.53
IND5	UIL1	46168	60642	184.6	\$1.4547	\$268.53
DCH1	IND4	60608	46231	185.2	\$1.4538	\$269.24
SDF6	BNA3	40165	37127	187.1	\$1.4510	\$271.49
MDW2	IND7	60433	46241	179.9	\$1.4616	\$262.95
DCH1	IND2	60608	46168	189.2	\$1.4481	\$273.98
DCH1	IND5	60608	46168	189.2	\$1.4481	\$273.98
UIL1	IND2	60642	46168	191.2	\$1.4453	\$276.35
UIL1	IND5	60642	46168	191.2	\$1.4453	\$276.35
IND4	LEX1	46231	40511	197.7	\$1.4368	\$284.06
SP-GCOH	IND2	43123	46168	198.1	\$1.4363	\$284.54
SP-GCOH	IND3	43123	46168	198.1	\$1.4363	\$284.54
LEX1	IND4	40511	46231	198.9	\$1.4353	\$285.49
CHA2	SDF1	37310	42718	199.0	\$1.4352	\$285.60
LEX1	BNA2	40511	37090	200.1	\$1.4338	\$286.91
BNA2	LEX1	37090	40511	200.1	\$1.4338	\$286.91
BNA2	LEX2	37090	40511	200.1	\$1.4338	\$286.91
BNA3	LA-MARGA	37127	30067	201.4	\$1.4322	\$288.45
DCH3	IND3	60532	46168	202.4	\$1.4310	\$289.64
LA-MARGA	BNA3	30067	37127	202.7	\$1.4306	\$289.99
DCH2	IND2	60053	46168	203.8	\$1.4293	\$291.30
DCH2	IND5	60053	46168	203.8	\$1.4293	\$291.30
CHA1	SDF1	37416	42718	209.4	\$1.4228	\$297.94
SDF1	CHA1	42718	37416	209.5	\$1.4227	\$298.06
IND1	LEX1	46075	40511	212.8	\$1.4190	\$301.97
LEX1	IND1	40511	46075	213.5	\$1.4183	\$302.80
SP-GCOH	SDF4	43123	40165	218.8	\$1.4126	\$309.08
ATL6	CAE1	30344	29172	218.9	\$1.4125	\$309.20
BNA5	LEX2	37217	40511	219.1	\$1.4123	\$309.44
LEX1	BNA5	40511	37217	219.3	\$1.4121	\$309.68
CAE1	ATL6	29172	30344	220.2	\$1.4112	\$310.75
IND1	SDF1	46075	42718	224.6	\$1.4068	\$315.96
SDF1	IND1	42718	46075	224.8	\$1.4066	\$316.20
BNA3	ATL6	37127	30344	225.9	\$1.4055	\$317.50
ATL6	BNA3	30344	37127	227.3	\$1.4042	\$319.17
BNA3	SP-ATGA	37127	30294	231.4	\$1.4003	\$324.03
SP-ATGA	BNA3	30294	37127	233.1	\$1.3987	\$326.04
MKE1	IND1	53144	46075	234.1	\$1.3978	\$327.23
MKE5	IND1	53144	46075	234.1	\$1.3978	\$327.23
IND1	MKE1	46075	53144	234.2	\$1.3977	\$327.35
IND1	MKE5	46075	53144	234.2	\$1.3977	\$327.35
CHA2	GSP1	37310	29303	243.0	\$1.3900	\$337.78
GSP1	CHA2	29303	37310	243.1	\$1.3900	\$337.90
CHA2	LEX2	37310	40511	244.1	\$1.3891	\$339.09
LEX2	CHA2	40511	37310	244.2	\$1.3891	\$339.21
BNA3	LEX2	37127	40511	246.3	\$1.3873	\$341.70
BNA3	LEX1	37127	40511	246.3	\$1.3873	\$341.70
LEX2	BNA3	40511	37127	246.4	\$1.3873	\$341.82
LEX1	BNA3	40511	37127	246.4	\$1.3873	\$341.82
IND2	MKE5	46168	53144	249.5	\$1.3847	\$345.49
IND5	MKE5	46168	53144	249.5	\$1.3847	\$345.49
IND2	MKE1	46168	53144	249.5	\$1.3847	\$345.49
BNA2	CVG5	37090	41048	251.0	\$1.3835	\$347.27
CVG2	BNA2	41048	37090	251.7	\$1.3830	\$348.10
CVG5	BNA2	41048	37090	251.7	\$1.3830	\$348.10
MKE1	IND4	53144	46231	252.0	\$1.3828	\$348.46
MKE5	IND4	53144	46231	252.0	\$1.3828	\$348.46
IND4	MKE5	46231	53144	252.5	\$1.3824	\$349.05
MKE5	IND2	53144	46168	256.0	\$1.3797	\$353.20
MKE5	IND5	53144	46168	256.0	\$1.3797	\$353.20
BNA2	ATL6	37090	30344	258.0	\$1.3782	\$355.57
ATL6	BNA2	30344	37090	258.8	\$1.3776	\$356.52
SP-ATGA	BNA2	30294	37090	264.5	\$1.3735	\$363.28
BNA5	CVG1	37217	41048	270.0	\$1.3696	\$369.80
BNA5	CVG5	37217	41048	270.0	\$1.3696	\$369.80
CVG5	BNA5	41048	37217	270.9	\$1.3690	\$370.87
GSP1	CHA1	29303	37416	273.7	\$1.3672	\$374.19
CHA1	GSP1	37416	29303	274.0	\$1.3670	\$374.55



Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
LEX1	CHA1	40511	37416	274.8	\$1.3664	\$375.50
CHA1	LEX1	37416	40511	275.1	\$1.3662	\$375.85
BNA3	CVG5	37127	41048	297.1	\$1.3529	\$401.94
BNA3	CVG2	37127	41048	297.1	\$1.3529	\$401.94
CVG3	BNA3	41048	37090	298.1	\$1.3523	\$403.13
CHA2	CVG5	37310	41048	314.4	\$1.3437	\$422.46
CVG2	CHA2	41048	37416	314.6	\$1.3436	\$422.70
CVG2	CHA1	41048	37310	345.2	\$1.3296	\$458.98
CVG3	CHA1	41048	37310	345.2	\$1.3296	\$458.98
CHA1	CVG5	37416	41048	345.4	\$1.3295	\$459.22
MKE1	CVG5	53144	41048	365.0	\$1.3218	\$482.47
MKE1	SDF8	53144	40165	365.0	\$1.3218	\$482.47
CVG3	MKE1	41048	53144	365.7	\$1.3216	\$483.30
LEX1	ATL6	40511	37416	393.2	\$1.3121	\$515.91
CVG2	GSP1	41048	28027	414.6	\$1.3056	\$541.29
SDF8	ATL6	47130	37416	430.1	\$1.3013	\$559.67
CHA2	IND2	37310	46168	439.2	\$1.2989	\$570.46
MKE1	LEX1	53144	40511	440.0	\$1.2987	\$571.41
LEX1	MKE5	40511	53144	441.2	\$1.2983	\$572.83

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Mid-West

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
MKE1	SP-NBWI	53144	53151	45.9	\$2.3747	\$109.00
SP-NBWI	MKE1	53151	53144	45.8	\$2.3772	\$108.88
MKE1	MDW2	53144	60433	87.8	\$1.8286	\$160.55
MDW2	MKE1	60433	53144	88.0	\$1.8273	\$160.80
MDW2	MKE1	60433	53144	88.0	\$1.8273	\$160.80
MKE1	MDW2	53144	60433	87.8	\$1.8286	\$160.55
DCH1	IND1	60608	46075	167.3	\$1.5443	\$258.37
MDW2	IND1	60433	46075	163.9	\$1.5508	\$254.18
IND1	DCH1	46075	60608	167.3	\$1.5443	\$258.37
IND1	MDW2	46075	60433	164.2	\$1.5503	\$254.55
UIL1	IND1	60642	46075	169.3	\$1.5406	\$260.83
IND1	UIL1	46075	60642	169.4	\$1.5404	\$260.95
DCH3	IND1	60532	46075	180.4	\$1.5215	\$274.49
IND1	DCH3	46075	60532	180.9	\$1.5207	\$275.10
IND1	DCH2	46075	60053	182.1	\$1.5188	\$276.58
DCH2	IND1	60053	46075	181.8	\$1.5193	\$276.21
MDW2	IND1	60433	46075	163.9	\$1.5508	\$254.18
IND1	MDW2	46075	60433	164.2	\$1.5503	\$254.55
IND1	MKE5	46075	53144	234.2	\$1.4547	\$340.68
MKE1	IND1	53144	46075	234.1	\$1.4547	\$340.56
MKE5	IND1	53144	46075	234.1	\$1.4547	\$340.56
IND2	MKE5	46168	53144	249.5	\$1.4409	\$359.50
MKE5	IND2	53144	46168	256.0	\$1.4356	\$367.50
MKE1	IND7	53144	46241	250.0	\$1.4405	\$360.12
IND7	MKE1	46241	53144	250.2	\$1.4403	\$360.37

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Florida

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
KTPA	TPA1	33614	33570	28.9	\$2.8398	\$82.07
TPA1	KTPA	33570	33614	29.0	\$2.8341	\$82.19
KTPA	TPA2	33614	33811	37.8	\$2.4460	\$92.46
TPA2	KTPA	33811	33614	38.0	\$2.4392	\$92.69
TPA2	MCO5	33811	33897	42.7	\$2.2993	\$98.18
TPA2	MCO5-LATE	33811	33897	42.7	\$2.2993	\$98.18
MCO5	TPA2	33897	33811	42.4	\$2.3073	\$97.83
MCO5-LATE	TPA2	33897	33811	42.4	\$2.3073	\$97.83
TPA1	TPA2	33570	33811	47.0	\$2.1955	\$103.19
TPA2	TPA1	33811	33570	47.7	\$2.1805	\$104.01
KTPA	MCO5	33614	33897	67.8	\$1.8799	\$127.46
MCO5	KTPA	33897	33614	66.7	\$1.8918	\$126.18
MCO5	TPA1	33897	33570	76.5	\$1.7988	\$137.61
MCO5-LATE	TPA1	33897	33570	76.5	\$1.7988	\$137.61
TPA1	MCO5	33570	33897	77.0	\$1.7948	\$138.20
TPA1	MCO5-LATE	33570	33897	77.0	\$1.7948	\$138.20
SP-ORFL	TPA1	32824	33570	94.5	\$1.6785	\$158.62
TPA1	SP-ORFL	33570	32824	94.1	\$1.6807	\$158.15
TPA2	MIA5	33811	33182	229.5	\$1.3775	\$316.14
MIA5	TPA2	33182	33811	232.6	\$1.3747	\$319.75
DMI2	TPA1	33169	33570	246.9	\$1.3627	\$336.44
TPA1	DMI2	33570	33169	248.7	\$1.3612	\$338.54
TPA1	MIA5	33570	33182	257.6	\$1.3545	\$348.93
MIA5	TPA1	33182	33570	256.5	\$1.3553	\$347.64
MIA5-LATE	TPA1	33182	33570	256.5	\$1.3553	\$347.64
TPA1	MIA5-LATE	33570	33182	257.6	\$1.3545	\$348.93
DMI2	KTPA	33169	33614	278.0	\$1.3408	\$372.73
KTPA	DMI2	33614	33169	278.2	\$1.3406	\$372.96

Live Load Out of KTPA

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
KTPA	TPA1	33614	33570	28.9	\$5.5170	\$159.44
KTPA	TPA2	33614	33811	37.8	\$4.4927	\$169.82
KTPA	MCO5	33614	33897	67.8	\$3.0211	\$204.83
KTPA	DMI2	33614	33169	278.2	\$1.6187	\$450.33

Live Unload into KTPA

Origin	Dest	Origin_zip	Dest_zip	Miles	\$/Mile	\$/Load
TPA1	KTPA	33570	33614	29.0	\$4.1679	\$120.87
TPA2	KTPA	33811	33614	38.0	\$3.4574	\$131.38
MCO5	KTPA	33897	33614	66.7	\$2.4717	\$164.86
DMI2	KTPA	33169	33614	278.0	\$1.4799	\$411.41

EXHIBIT A: SERVICE LEVEL AGREEMENTS

1. **Service Level Programs.** Carrier will design and implement programs (A) for measuring service levels to statistically determine variability in delivery quality, shipment integrity, transit-time, loss/damage history, and accuracy, availability and speed in communicating shipment data and status; and (B) for continuous improvement along such benchmarks. Amazon and Carrier will meet periodically to review strategies and timelines for continuous improvement, with the joint goal of reducing variability in Carrier service levels and to deliver 99.4% reliability for all shipments tendered to Carrier under this Agreement. Carrier will dedicate account resources to measuring and improving service levels.
2. **Reports and Electronic Communications.** If Amazon from time to time reasonably requests reports or electronic communications, then Carrier will use commercially reasonable efforts to provide such reports or communications in a format requested by Amazon.
3. **Driver Qualification.** Carrier will ensure that its Personnel have sufficient skill, experience and ability to perform the Services. All drivers and other Personnel who are assigned by Carrier to perform the Services will be employees (and not independent contractors) of Carrier. Carrier will utilize a mutually agreed-upon background check agency to complete a background check on all Personnel prior to assigning them to perform any Services. Carrier will perform background checks and employ drug screening policies, both of which meet or exceed Federal Guidelines contained in 49 Code of Federal Regulations (CFR). Carrier will only assign Personnel to perform Services that have successfully passed such background checks and drug screening.

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EXHIBIT B: SURCHARGES AND ACCESSORIAL CHARGES

1. Fuel Charges

The Rates will be supplemented, if applicable, at the fuel surcharge rate per mile corresponding to the Index Price set forth below (as applied, the “Fuel Surcharge”) applicable on the shipping date.

For the purposes of this Section 1, the index price level (the “Index Price”) will be calculated by Amazon for each Measurement Period. The Index Price for any given Measurement Period will be based on (a) if Carrier is not then participating in a Fuel Program, the national average U.S. On-Highway Diesel Fuel Price (dollars per gallon) published on the Tuesday falling within such Measurement Period, or (b) if Carrier is then participating in a Fuel Program, the average price per gallon for fuel charged to Carrier’s fuel cards under the Fuel Program during such Measurement Period. If Carrier is not then participating in a Fuel Program, the Index Price will be as determined or confirmed by contacting the U.S. Department of Energy at 202-586-6966 or via the internet at www.eia.gov/.

Index Price (dollars per gallon)		Fuel Surcharge (per transport mile)
<u>From:</u>	<u>To:</u>	
\$1.200	\$1.260	None
\$1.261	\$1.321	\$0.01
\$1.322	\$1.382	\$0.02
\$1.383	\$1.443	\$0.03
\$1.444	\$1.504	\$0.04
\$1.505	\$1.565	\$0.05
\$1.566	\$1.626	\$0.06
\$1.627	\$1.687	\$0.07
\$1.688	\$1.748	\$0.08
\$1.749	\$1.809	\$0.09
\$1.810	\$1.870	\$0.10
\$1.871	\$1.931	\$0.11
\$1.932	\$1.992	\$0.12
\$1.993	\$2.053	\$0.13
\$2.054	\$2.114	\$0.14
\$2.115	\$2.175	\$0.15
\$2.176	\$2.236	\$0.16
\$2.237	\$2.297	\$0.17
\$2.298	\$2.358	\$0.18
\$2.359	\$2.419	\$0.19
\$2.420	\$2.480	\$0.20

Index Price (dollars per gallon)		Fuel Surcharge (per transport mile)
<u>From:</u>	<u>To:</u>	
\$2.481	\$2.541	\$0.21
\$2.542	\$2.602	\$0.22
\$2.603	\$2.663	\$0.23
\$2.664	\$2.724	\$0.24
\$2.725	\$2.785	\$0.25
\$2.786	\$2.846	\$0.26
\$2.847	\$2.907	\$0.27
\$2.908	\$2.968	\$0.28
\$2.969	\$3.029	\$0.29
\$3.030	\$3.090	\$0.30
\$3.091	\$3.151	\$0.31
\$3.152	\$3.212	\$0.32
\$3.213	\$3.273	\$0.33
\$3.274	\$3.334	\$0.34
\$3.335	\$3.395	\$0.35
\$3.396	\$3.456	\$0.36
\$3.457	\$3.517	\$0.37
\$3.518	\$3.578	\$0.38
\$3.579	\$3.639	\$0.39
\$3.640	\$3.700	\$0.40
\$3.701	\$3.761	\$0.41
\$3.762	\$3.822	\$0.42
\$3.823	\$3.883	\$0.43
\$3.884	\$3.944	\$0.44
\$3.945	\$4.005	\$0.45

If the Index Price exceeds this scale, then the same formula (i.e., for every additional \$0.06 increase in Index Price, Fuel Surcharge per mile increases \$0.01) shall apply.

2. Accessorial Charge Schedule

Except to the extent mutually agreed by the parties, only the following Accessorial Charges will be payable to Carrier for the Services:

Rule	Charge	Definition / Terms
Toll Allowance	Pass through cost	Toll allowance for any particular Route will be calculated using Amazon's then-current version of PC Miler
Fuel Surcharge	See Section 1 of this <u>Exhibit B</u> .	
Drop & Hook	\$5.00 per Route for tandem trailer pulls	Paid as a flat charge per Route (i.e., origin and destination pair) for tandem trailer pulls only.

3. **Mileage.**

All mileage under this Agreement and related hereto, including for Rates and (when applicable) Accessorial Charges, will be determined on the basis of the version of PC Miler utilized by Amazon at the time of such mileage assessment; provided that all such PC Miler mileage amounts will be rounded to the nearest whole mile. The parties acknowledge and agree that the mileage corresponding to each Route as determined by PC Miler as of the date of this Agreement is set forth in Coverage Schedule #1 attached to this Agreement.

Amazon may, upon written notice to Carrier (including via email), update the version of PC Miler operative for all or part of the purposes of the Agreement. However, no PC Miler update will alter any compensation payable under the Agreement for Routes awarded and serviced prior to the effective date of the update.