

MANAGED SOLUTIONS SERVICES

1. Services & Acceptance - ArcBest offers many types of Managed Solutions Services such as Supply Chain Optimization, Product Launch, Managed Transportation, and Less-Than-Truckload Brokerage. ArcBest utilizes a Transportation Management Software System (hereinafter "TMS") to execute and provide services or you may use the TMS through a subscription service. The Managed Solutions Services Terms and Conditions (hereinafter "Managed Solutions Terms and Conditions") apply to all Services as provided herein. Service Pricing means booking services, charges, pricing schedules, quotes, rates, rate agreements, rate confirmations, rate quote, reservation confirmations, service agreements, tariffs or other contractual documents that are restricted and only apply to the identified account.

Except for the Product Launch and Supply Chain Optimization services, when ArcBest arranges or manages Services for you, ArcBest acts as a broker and all such Services shall be subject to the additional terms, conditions, rules and special charge provisions or references herein. Except for Product Launches and Supply Chain Optimization or unless provided otherwise herein, ArcBest shall have no commodity liability to you for loss and/or damage to commodities. Service Providers who arrange, manage and/or perform Services for you are solely liable to you for loss and/or damage to commodities. You acknowledge that a Service Provider's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase excess liability coverage (hereinafter "ELC") but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of lading, if a bill of lading is applicable to Services.

Services include, but are not limited to, when ArcBest arranges and/or manages services for you, including, but not limited to, planning, execution, carrier management, strategic account management, order management, shipment optimization, contract/procurement optimizations, warehouse services, cross-dock services, load planning, pool distribution, vendor consolidation, transportation (TL, LTL, parcel, intermodal, expedited services, air and ocean forwarding), software platform access, reporting, claims management, freight bill auditing, and/or performance of all services incidental or necessarily related thereto for your transportation requirements or any other services which are as specifically set forth in your Service Pricing.

2. General Terms and Conditions for Managed Solutions Services –

A. Services hereunder may be cancelled or terminated at any time with or without cause by either party upon written notice to the other party.

B. You agree to pay ArcBest for access, arranging and/or managing Services as set forth herein or in your Service Pricing. You understand that when ArcBest arranges and/or manages Services with Service Providers on your behalf, you will be subject to additional terms and conditions contained in such Service Provider's tariffs, contractual and/or other applicable documents, including, commodity liability limitations therein. When rail services are used in arranging Services for you, you agree to be subject to all applicable railroad service directories and the Association of American Railroads rules that outline the proper packaging, blocking and bracing of shipments. You hereby expressly agree to be bound by such terms and conditions as they relate to you and that Service Provider.

C. By accepting any Service hereunder, you agree to the terms and conditions contained in the following documents, and the following order of precedence will apply if such documents have inconsistent or conflicting provisions: i) Your applicable Service Pricing; ii) Managed Solutions Terms and Conditions; iii) this Tariff; and iv) the applicable ArcBest bill of lading. These documents are hereby incorporated herein.

D. Pricing offers for Services are developed from information and data supplied from you concerning your traffic profile, minimum volumes, scope of the project and other variables. Services are offered with the intent of satisfying your transportation needs, while generating a prudent profit for our Services. Should it be determined that an unprofitable arrangement exists, it is understood that a mutual effort will be undertaken to improve profitability in a mutually agreed upon manner, including but not limited to, increasing shipping quantities or improving freight mix to more closely parallel the tonnage and freight profile characteristics presented, exploring ways to sufficiently reduce Service Providers and your costs, negotiating pricing adjustments, or removing ArcBest from affected routings or Services.

E. Guaranteed Service is an option available for most LTL Brokerage and Managed Transportation Services for an additional fee. Guaranteed Services provides guaranteed delivery at your destination based upon the guaranteed delivery date shown in your Service Pricing. When ArcBest offers Guaranteed Service and you have requested such service, the transit time qualification or calculation shall begin on the first business day after pickup and continue each business day

thereafter. Business days do not include weekends, holidays or other non-service days as defined by the Service Provider. The guarantee delivery date will not apply in connection with shipments experiencing delay due to Customs clearance, a force majeure event, the inability of the consignee or trade show contractor to receive commodities. On shipment requiring delivery to exclusive agents, ArcBest or service provider will consider tender to the agent as delivered. Such guarantee will not apply in connection with shipments where the shipper has installed or requested installation of a bulkhead for use in transportation of the shipment. Moreover, the guarantee delivery date will also not apply to air shipments experiencing delay as a result of the shipment containing any commodity that is restricted from air service by the airline and/or any applicable governing body.

When ArcBest or a Service Provider does not meet the guaranteed delivery date as set forth in the Service Pricing and you are not satisfied with the Guaranteed Service, ArcBest at its sole discretion will provide remedies on a case-by-case basis. You have ten (10) days from the ArcBest invoice date to file a claim in writing at LTLBokerage@arcb.com. In any case, you agree that forfeiture of the Guaranteed Service assessorial charge noted on the invoice for this Service shall serve as the maximum remedy for a Guaranteed Service failure and you hereby waive any additional remedies. Guaranteed Service delivery failure claims initiated more than ten (10) days after the invoice date shall no longer be eligible for a request for a remedy as provided herein. ArcBest's or a Service Provider's signed delivery receipt will serve as documentation of the actual delivery date. Neither ArcBest nor any Service Provider will provide a remedy as provided herein when you do not use the applicable ArcBest bill of lading.

F. Except for ArcBest's commodity liability for Product Launch and Supply Chain Optimization services, ArcBest's aggregate liability to you or any third party for any damages of any kind resulting from any claim or cause of action, regardless if based in contract, tort or other legal standard and including, but not limited to, in connection with Services arranged, managed and/or performed for you, breach of Service Pricing and/or Managed Solutions Terms and Conditions, any request for estimate of Service charges, Services reservation or purchase of Services, shall not exceed the total amount of charges collected from you for the individual service performed giving rise to your claim or cause of action. In no event shall ArcBest be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.

G. You agree that ArcBest performing as a broker is not liable for any commodity loss and/or damage. Moreover, each commodity shipment has commodity liability limitations applicable to it. The Service Provider's commodity liability limitations are set forth in applicable tariffs or other contractual documents. The applicable commodity liability limitations are generally below the commodities actual value and are either a per pound per loss/damaged piece or per trailer maximum limits. It is your responsibility to ensure that commodity liability limits meet your needs. If such commodity liability limitations do not meet your needs, it is your obligation to request excess liability limits from ArcBest prior to your provided quote or Services performed.

H. The filing of a commodity claim for loss and/or damage does not relieve you from the payment of freight charges. You cannot offset commodity or other Service charges owed to ArcBest against claims for commodity loss, damage, mis-delivery, non-delivery or for any other reason.

I. In addition to any and all other limitations of liability herein, ArcBest and Service Providers shall not be liable, and hereby disclaims responsibility, for any indirect, incidental, consequential, special punitive, or multiplied damages or any indirect costs, lost profits, fees, charges or delays of any kind, whether or not foreseeable or disclosed. No breach of or deviation from Services, whether material or immaterial, will extend ArcBest, its affiliates or any Service Providers liability beyond the limitations specified herein.

J. You are required to use an ArcBest generated bill of lading. You may lose all discounts and will be subject to a reprocessing fee of up to \$50.00 if any of the following occur: i) Bill of lading is not signed by you or your agent; ii) Unauthorized use or alteration of the ArcBest provided bill of lading; iii) Shipments tendered to any Service Provider other than the Service Provider designated by ArcBest; or iv) Shipments tendered with any bill of lading not issued by ArcBest. When a non-ArcBest bill of lading is utilized for a shipment, such bill of lading shall only serve as a receipt for the shipment and only the terms and conditions contained in the applicable ArcBest bill of lading will apply to the shipment.

K. You shall indemnify, defend and hold harmless ArcBest and Service Providers from and against any and all claims and causes of action by any third party from liabilities, damages, fines, penalties, expenses and costs, including attorneys' fees and litigation costs, which arise out of or in connection with: (i) Your duties and obligations herein or in Service Pricing; (ii) Any governmental investigation, proceeding or administrative hearing; (iii) Any issue of safety,

product liability or the nature, use or performance of your products, services or business operations; (iv) Your failure to pay any or all amounts owed to third parties or any claims raised by third parties against ArcBest arising from Services performed for you including claims for commodity charges and commodity loss and/or damage; (v) Your use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials; and/or (vi) Your breach of any agreement between you and a third-party. ArcBest shall at all times have the right to fully participate in such defense at its own expense. ArcBest shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business.

L. You warrant and represent that you are in compliance with all laws, regulations and requirements applicable to your business and performance hereunder. You are responsible for complying with all applicable export and import laws and regulations. In the event of a judicial or administrative determination that you have failed to comply with any applicable law, regulation or requirement, you agree to pay expenses, including attorneys' fees, litigation costs, fines and penalties, incurred by ArcBest or Service Providers related to your failure to comply with such laws, regulations or requirements.

M. You and Service Providers, including their employees, agents, servants, subcontractors, leased or temporary employees and independent contractors are non-agent independent contractors and not employees, agents, servants, subcontractors, partners, dependent contractors or a joint venture participant of or with ArcBest.

N. In the event ArcBest or Service Providers are unable to perform, manage or arrange Services, including Guaranteed Service, as required hereunder as a result of acts of God, war, insurrection, public enemy, labor dispute, strike, terrorism, intervention of any government authority, laws or regulations, weather, traffic, road conditions, virus, pandemic or any other similar force majeure event, Services shall be suspended for the duration of such period. If ArcBest or Service Providers are unable to perform as a result of a force majeure condition, your sole remedy is to immediately terminate Services by providing written notice to ArcBest as provided herein, provided that you are still liable for payment of all charges incurred through the date of termination and all charges incurred by ArcBest in returning commodities or completing Services started prior to your optioning termination.

O. Services will be performed as provided in your Service Pricing and its addenda, appendices, schedules, and exhibits thereto and all references therein, the Managed Solutions Terms and Conditions, this Tariff, and the applicable ArcBest bill of lading, if applicable to Services. Specific Services agreed upon are outlined in the Service Pricing. In the event any of the provisions in the Service Pricing, Managed Solutions Terms and Conditions, this Tariff and/or the applicable ArcBest bill of lading are determined to be invalid or unenforceable, no other provisions shall be affected and the unaffected terms shall remain valid and enforceable as written. The Service Pricing, Managed Solutions Terms and Conditions, this Tariff or those set forth in the applicable ArcBest bill of lading can only be amended in writing by ArcBest issuing new Service Pricing to you indicating any such amendments. The Service Pricing, Managed Solutions Terms and Conditions, this Tariff and the applicable ArcBest bill of lading will survive any termination of Services which are arranged, managed or performed prior to termination if brought within the applicable statutes of limitation periods.

P. The Service Pricing, Managed Solutions Terms and Conditions, this Tariff and the applicable ArcBest bill of lading shall be governed and interpreted in accordance with federal laws and regulations. Where federal laws, regulations and preemption are inapplicable and state law governs, the Service Pricing, Managed Solutions Terms and Conditions, this Tariff and the applicable ArcBest bill of lading shall be governed by and interpreted in accordance with the laws of the State of Arkansas, United States but excluding any conflict of law provision that would require application of another choice of law. Venue for any disputes arising hereunder will be in a state or federal court in Sebastian County, the State of Arkansas, United States.

Q. ArcBest reserves the right to modify or change these Managed Solutions Terms and Conditions, this Tariff and the applicable ArcBest bill of lading at any time and such changes will become effective when published. However, terms and conditions that were effective when the shipment is picked up and/or when Services are provided shall control and govern such Services.

3. Supply Chain Optimization – ArcBest performs Supply Chain Optimization service as a broker. Supply Chain Optimization primarily consists of planning and execution of logistics services through a vendor consolidation or pool distribution program, often accompanied by network redesign. The execution of these services often requires the use of more than one mode of transportation and cross-dock services. Moreover, Supply Chain Optimization service is flexible to accommodate your business rules and supply chain requirements.

ArcBest and Service Providers' aggregate liability for commodity loss and/or damage caused by them in performing Supply Chain Optimization service for you will be as set forth in your Service Pricing issued by ArcBest. When a Service

Pricing does not indicate the applicable liability for commodity loss and/or damage, ArcBest's and Service Providers' aggregate commodity liability will be the lesser of:

- A. The actual value of the commodity;
- B. \$2.00 per pound per lost or damaged package;
- C. \$0.10 per pound per lost or damaged package for any commodities that are not new;
- D. No coverage for shipments from, to or in any point in Mexico; or
- E. \$100,000 per trailer.

Commodities that are not new shall include, but are not limited to, used, refurbished, trade show displays, other displays, returns and remanufactured commodities.

For the Supply Chain Optimization service, you acknowledge that ArcBest's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase from ArcBest excess liability coverage which is available upon request but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of lading. Excess liability coverage is only available when it is requested, documented and approved at the time ArcBest provides a Service quote to you. The maximum excess liability is \$150,000 per trailer, for a total of \$250,000 when added to the initial maximum coverage. ArcBest reserves the right to refuse a shipment when a commodity or commodities on any shipment it deems to be an unacceptable risk or for any other reason.

4. Product Launch – ArcBest performs the Product Launch service as a broker. Product Launch is a service that typically encompasses multiple modes of transportation, but on occasion single modes that you have requested management of, and for the execution of a project that has a definitive start and end date. These services typically require you to follow a load plan for proper completion of the project. Offered pricing is dependent upon the compliance of such load plan. If adherence to a specifically designed load plan is required but you do not comply with the plan, then, penalties, fees or adjustments may be charged in addition to the initial offered price.

ArcBest and Service Providers' aggregate liability for commodity loss and/or damage caused by them in performing Product Launch service for you will be as set forth in your Service Pricing issued by ArcBest. When a Service Pricing document does not indicate applicable liability for commodity loss and/or damage, ArcBest's and Service Providers' aggregate commodity liability will be the lesser of:

- F. The actual value of the commodity;
- G. \$1.00 per pound per lost or damaged package;
- H. \$0.10 per pound per lost or damaged package for any commodities that are not new;
- I. No coverage for shipments from, to or in any point in Mexico; or
- J. \$25,000 per trailer.

Commodities that are not new shall include, but not limited to, used, refurbished, trade show displays, other displays, returns and remanufactured commodities.

For the Product Launch service, you acknowledge that ArcBest's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase from ArcBest excess liability coverage which is available upon request but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of lading. Excess liability coverage is only available when it is requested, documented and approved at the time ArcBest provides a Service quote to you. The maximum excess liability is \$75,000 per trailer, for a total of \$100,000 when added to the initial maximum coverage. ArcBest reserves the right to refuse a shipment when a commodity or commodities on any shipment it deems to be an unacceptable risk or for any other reason.

5. Managed Transportation – Managed Transportation is a service in which ArcBest arranges and/or manages your logistics needs, in whole or part, as provided in the Service Pricing which follows your business rules, and may offer additional management services including, but not limited to, planning, execution, carrier management, software platform access, reporting, freight bill auditing and payment services. In certain occasions, ArcBest will negotiate rates with Service Providers on behalf of you. However, you may also choose to negotiate with the Service Provider rates and/or charges for ArcBest to use on your behalf. Unless otherwise provided in your Service Pricing, when Managed Transportation is arranged and managed by ArcBest for you, you are solely responsible to pay for these services performed by ArcBest and performing Service Providers.

6. LTL Brokerage – LTLB service involves freight moving from and to a business located in a commercial area where both the pickup and/or delivery can be performed at a trailer height loading dock with no specialized equipment required from the carrier. Pickup and/or delivery service is to be performed by only one person during carrier's normal business hours, without prior arrangement or notice, and should not exceed thirty minutes per pickup or delivery. LTL services does not include sorting, segregating, consolidating, deconsolidating, restacking or restructuring any portion of the shipment, appointment delivery, lift gate services, limited access, inside deliveries, reweighs, reclassification, or various other accessorial services and you will incur additional charges to the LTLB charge for these and other necessary services. LTLB service provides you with access to rates negotiated by ArcBest with LTL Service Providers. ArcBest is the intermediary between you and the Service Provider providing access to rates to execute transactional business through multiple channels, including, but not limited to online portals, phone and email.

LTLB rates are based on the origin and destination zip codes, distance, shipping weight (including all packaging materials, crating and/or pallets), size, and commodity freight class as determined by the National Motor Freight Classification 100 Series (NMFC), which are based on the actual description, size, and weight of the shipment. You are responsible for providing accurate information for LTL service. ArcBest 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 or incomplete information received at the time of the original quote, and if additional services by the carrier were required or necessary to perform the shipment pickup, transportation and delivery. You are responsible for all actual line haul and accessorial charges required and necessary to transport your shipment.

When receiving LTLB services, the applicable LTL Service Provider's rules circular and/or tariff is applicable to your shipment.

ArcBest shall have no cargo liability for loss and/or damage when providing LTLB services. The LTL Service Providers who arrange, manage, and/or perform services are solely liable to you for loss and/or damage to cargo.

In the event that you choose Shippers' Interest insurance coverage at time of booking, such Shippers' Interest is being coordinated by ArcBest Integrated Solutions, Inc. for the shipper's direct benefit, you acknowledge that ArcBest Integrated Solutions, Inc., and its legal affiliates, do not sell insurance and are not insurance providers. The cost of Shippers' Interest coverage is being passed through to you and such direct cost will be stated as a separate line item on your invoice. ArcBest Integrated Solutions, Inc. and its legal affiliates reserve the right to charge an administrative fee for coordinating and administering this insurance coverage option on your behalf. Such administrative fee will also be separately stated in each invoice. This Shippers' Interest is being offered through McGriff Insurance Services, Inc. or one of their legal affiliates, as the insurance agent. ArcBest reserves the right to change this insurance agent without notice. Excluded items from Shippers' Interest insurance option are accounts, bills, currency, cash, evidence of debt, checks, money orders, COD payments, coins, gold, silver, and other precious metals, gemstones (loose stones), securities and other negotiable papers, tickets, deeds, notes, gift cards, manuscripts, documents, jewelry over \$1,000 U.S.D. per piece, neon items, bulk products, perishable goods or similar property (when not carried or stored in a temperature controlled environment), pharmaceutical drugs, live animals, flowers, plants, cotton, grandfather/grandmother clocks, automobiles, motorcycles, plate/flat glass.

7. Professional Services – Professional Services occur when ArcBest provides consulting services to you. As between you and ArcBest, you shall be the sole owner of all rights in and to information developed and produced by ArcBest on your behalf, provided you have paid all invoices due and owing to ArcBest. Notwithstanding any provision herein, you understand and agree that you do not acquire the rights in any previously created or proprietary ArcBest intellectual property, third party materials, subscriptions or any services, including, without limitation, stock photos, licensed materials, software services or talent, and talent residuals, and such materials may be subject to any terms and conditions set forth in any applicable agreement which ArcBest has entered into with any third party.

8. Professional and Managed Transportation Services – When ArcBest provides Professional Services and/or Managed Transportation to you the following additional provisions shall apply:

A. ArcBest retains all of its rights, title and interest in and to, including, without limitation, the unlimited right to use: (i) all materials owned by or licensed to ArcBest prior to, or independent from, the performance of Professional or Managed Transportation Services, and all modifications thereof; and (ii) all generic or proprietary information, and all ideas, methodologies, software, subscriptions, applications, processes or procedures used, created or developed by ArcBest or Service Providers in the general conduct of their business.

B. You shall be responsible for: (i) the accuracy and completeness of information and materials concerning your organization, products, services and your competitors' products and services, whether provided to ArcBest by you or by a third party on your behalf; (ii) any ideas or directions, whether provided to ArcBest by you or by a third party on your behalf; (iii) rights, licenses and permissions to use materials furnished to ArcBest by you or by a third-party on your behalf; (iv) compliance with all laws and regulations applicable to your business, including, but not limited to, all securities laws and regulations; and (v) the content of any press releases or other disseminated statements, information or materials approved by you.

9. Transportation Management Software System – TMS is a cloud based software subscription service, and you understand and agree to the terms and conditions contained herein. When TMS is utilized to execute and provide Services or you subscribe to TMS, the following provisions are applicable to the use of TMS:

A. You are not paying for, and do not receive a license to use TMS or any ownership of TMS or receive any interest or title in TMS intellectual property. Instead, you are paying a fee to receive a subscription service which entails access to and use of TMS. You agree that TMS use shall be for transportation management of your own enterprise and you will not provide transportation management services to third parties through use of TMS. You understand and agree that ArcBest grants to you a limited, non-exclusive, non-transferable and revocable subscription to TMS, at ArcBest's discretion.

B. You understand and agree that it is your obligation to have an appropriate, fully functioning Operating System, Internet Browser, and sufficient network/internet access and that you accept the risk of any malfunction of your computer hardware, software, internet connection, Operating System or Internet Browser needed to access and use TMS. You are solely responsible for all of your equipment, software and any other costs that are incurred with regard to participating in and accessing TMS.

C. Any registration, information, computer information or other information you provide to ArcBest as to TMS, or uploads into TMS program, shall not: (i) Be false, inaccurate or misleading; (ii) Be obscene or indecent; (iii) Tamper in any way with the software or functionality of TMS or the online site used to conduct TMS; (iv) place or allow any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming that may damage, interfere with, or intercept any system data or information on TMS; (v) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, and shall be your sole property; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (vii) create liability for ArcBest or Service Providers, or cause loss or damage, in whole or part, to TMS. You shall indemnify, defend and hold harmless ArcBest and Service Providers from all liabilities and damages, including attorneys' fees and litigation costs, if it is alleged or you contribute to any of the foregoing events.

D. ArcBest and/or the TMS Service Provider own all content and all intellectual property rights in TMS, including, without limitation, all specifications, formulas, data files, program codes, source codes, object codes, information, documents, logos, designs, graphics and other materials contained therein, and their development, arrangement and implementation. TMS is protected by federal and international patents, copyright and trademark laws and other intellectual property laws or rights. You may not copy, reprint or display, frame, mirror, link to or from, republish, redistribute, transmit, modify or otherwise use, transfer or exploit, any part thereof, without ArcBest's prior written consent. In addition, you agree not to modify, create derivative work, reproduce, decompile, disassemble or otherwise reverse engineer any software or materials you obtain from TMS.

E. ArcBest and/or the TMS Service Provider retain title, all intellectual property and proprietary rights, including, without limitation, patent, copyright, trademark and trade secret rights, and all other rights in and to TMS and all information, resources, portals, content, tools, services, solutions and other features accessible thereon, all business methods and processes, and all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except for TMS access and usage privileges that ArcBest specifically grants to you for your TMS subscription, which such use is subject to these terms and conditions and those contained in the applicable Service Pricing, along with any third party user or other agreements applicable to TMS, nothing shall be deemed to grant you any right, title, ownership, interest, license or any other intellectual property rights in or to any of the foregoing.

F. You acknowledge that both scheduled and nonscheduled downtimes and system maintenance will occur and in the event that TMS service is interrupted, stopped, canceled, or otherwise experiencing downtime or lag time due to a failure or malfunction of the TMS service computer system, software program, electrical system or other causes, you agree that ArcBest and the TMS Service Provider will not be responsible or liable in any way for any claims, liabilities, damages, costs, expenses, losses or other damages that may arise out of or related to such occurrences. If you are dissatisfied with any aspect of ArcBest's TMS, your sole and exclusive remedy is to immediately terminate the Services and any

applicable Service Pricing in accordance with the applicable termination provisions.

G. You agree to keep your User ID and password confidential. You agree to notify ArcBest immediately if your User ID or password is lost or stolen or if you believe a non-authorized individual or any third party has compromised your User ID or password. If you provide your User ID or password to someone else, you are authorizing that person to act on your behalf. ArcBest will not be responsible for any liabilities, damages or costs caused by the unauthorized use of your account. You are responsible for all activities that occur under your account and password and any claims, causes of action, liabilities, damages, losses, expense and costs, including attorneys' fees and litigation costs, arising from your use or someone else's authorize use of your User ID or password. ArcBest reserves the right to monitor your use of TMS or any Services to ensure your compliance with these Managed Solutions Terms and Conditions and Service Pricing.

H. Neither ArcBest nor Service Providers make any representation or warranty that: (a) TMS service will meet your expectations or requirements; or (b) TMS service will be uninterrupted or error-free. Any material downloaded or otherwise obtained through the use of TMS is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. ArcBest arranges or provides TMS as is and no advice or information, whether oral or written, obtained by you from ArcBest or through software services will create any express or implied warranties, including the IMPLIED WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSES.

I. ArcBest's goal is to continuously upgrade and improve TMS for you. ArcBest reserves the right to modify and/or change the technology platform as it deems necessary. In the event of such a change, ArcBest will attempt to provide notice to you and will work to minimize any service disruptions. If you experience any significant service disruptions as a result of such a change, you should promptly contact ArcBest.

J. When TMS is utilized to execute and provide Services or you use TMS through a subscription service, additional terms and conditions between ArcBest and third party providers may apply to such Services.