

Saia, Inc.
Terms and Conditions

These Terms and Conditions ("**Agreement**") form a legally binding contract between you, or, if you represent an entity or an organization, that entity or organization (in either case, "**you**" and "**your**") and Saia, Inc. ("**Saia**," "**we**," "**us**," or "**our**") and govern the parties' relationship with respect to your use of Saia's websites, mobile applications, APIs, and other online and hosted services, whether accessed through a user account or through any API or other interface (collectively "**the Platform**"). This Agreement contains the terms and conditions under which Saia is willing to allow you to access and use the Platform. Saia is willing to allow you to access and use the Platform only if you agree to be bound by this Agreement.

This Agreement will form a binding legal agreement between you and Saia as of the date you first accept this Agreement, including electronically ("**Effective Date**"). You and Saia are each a party to this Agreement and together are the parties to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. ALL USE OF THE PLATFORM IS SUBJECT TO YOUR COMPLIANCE WITH THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE PLATFORM.

BY ENTERING INTO THIS AGREEMENT, YOU MAY BE WAIVING CERTAIN RIGHTS. IN PARTICULAR, THIS AGREEMENT CONTAINS PROVISIONS PROVIDING FOR MANDATORY BINDING ARBITRATION AND WAIVER OF JURY TRIALS (IN THE SECTION BELOW TITLED "DISPUTE RESOLUTION"), WHICH LIMIT YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

1. DEFINITIONS. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

2. SCOPE. This Agreement generally applies to your access to and use of the Platform. Unless otherwise specified in this Agreement, all access to and use of the Platform whether by you or on your behalf is subject to this Agreement.

3. APPLICABILITY. If you have entered this Agreement solely on your own behalf (to use the Platform yourself, for your own benefit), then you are entering this Agreement as an individual. If you have entered this Agreement on behalf of an organization or entity (so that the entity or organization can use the Platform), then you are entering this Agreement on behalf of that entity or organization. In either case, you represent and warrant to Saia that you have the authority to enter into this Agreement, whether on your own behalf or on behalf of that entity or organization.

4. MODIFICATIONS. Saia may, in its sole discretion, modify this Agreement from time to time. Saia will use commercially reasonable efforts to provide notice of any material modifications to this Agreement. Notice may be provided to you directly or to all users through the Platform. Unless we make a change for legal or administrative reasons, any modification to this Agreement will be effective 10 days following posting of the modified version of this Agreement to the Platform. Your continued access to the Platform following that date constitutes your acceptance of, and agreement to be bound by, any modified Agreement. Except for the foregoing, this Agreement may be amended or modified only by a writing signed by both parties. Saia also reserves the right to modify the Platform at any time, by making those modifications available to you as part of the Platform.

In addition, Saia reserves the right to modify, suspend, or discontinue the Platform, or any aspect of the Platform, at any time with or without notice, by making those modifications available to you as part of the Platform. Saia will not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform.

5. TERM. This Agreement is effective as of the Effective Date and will continue until terminated as set forth herein.

6. ADDITIONAL AGREEMENTS. If you enter into any other agreement with Saia or any of its affiliates, this Agreement does not affect the relationship you establish with Saia or such affiliate under such other agreement, and such other Agreement will remain applicable between you and Saia or such affiliate, as applicable, provided that the terms of this Agreement will control in all respects with regard to the Platform and your access to and use thereof, while any such other agreement will control in all other respects. If you or your organization have not entered into a separate agreement with Saia, these Terms are the complete and exclusive agreement between you and Saia regarding your access to and use of the Platform and supersede any oral or written proposal, quote, or other communication between you and Saia regarding your access to and use of the Platform.

7. ELIGIBILITY. The Platform is made available only to individuals and entities who are at least 18 years of age and can form legally binding contracts. By entering into this Agreement and using the Platform, you confirm that you are legally capable of entering into a binding agreement with Saia and you meet all such eligibility requirements. If you do not meet any such requirements, you are not permitted to establish an Account (as defined below) and you may not access or use the Platform.

8. ACCOUNT.

8.1 Your Account. Before you can access certain features of the Platform, you will be required to establish an account on the Platform (your “**Account**”). All Accounts are issued at the sole discretion of Saia.

8.2 Account ID. Your Account and the username and password for your Account (“**Account ID**”) are personal to you. Your Account is for your own use and your Account ID may be used only by you alone. You may not transfer your Account to someone else. You also may not provide your Account ID to anyone else or give or share access to your Account with anyone else (including your own employees and personnel). You will ensure the security and confidentiality of your Account ID and will notify Saia immediately if your Account ID is lost, stolen or otherwise compromised.

8.3 Registration. In connection with establishing your Account and accessing the Platform, you will be asked to submit certain information about yourself and your organization that is entering into this Agreement (“**Registration Information**”). You agree that (a) all Registration Information you provide will be true and complete, and (b) you will promptly update your Registration Information to keep it accurate and current. You may not (i) select or use an Account ID of another person or entity with the intent to impersonate that person or entity; or (ii) use an Account ID that Saia, in its sole discretion, deems offensive or misleading.

8.4 Responsibility. You are solely responsible for your Account and all use of the Platform through your Account. You are solely responsible for all actions taken through your Account (or using your Account ID) and for any costs, fees, liabilities, or damages incurred through the use of your Account (or your Account ID), whether lawful or unlawful.

9. SAIA TECHNOLOGY. The Platform, and the software, databases, hardware, and other technology used by or on behalf of Saia to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute the valuable trade secrets of Saia. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use manual or automated scripts, devices, or other processes (including but not limited to spiders, scripts, scrapers, crawlers, data mining tools or the like) designed to scrape the content, data or information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; (9) use the Technology to train or develop machine learning or artificial intelligence software or technology, or use the Technology in connection with third party software, systems, models, or technologies that would reasonably be expected to use the Technology for AI training purposes; or (10) interfere with the operation or hosting of the Technology.

10. APIs.

10.1 Grant of Rights. Saia may provide you with the ability to access portions of the Platform through an API or other interface (“**API**”). All access and use of any API is subject to your compliance with this Agreement. Your access to the Platform through any API is limited to the access permitted by Saia. All such access is non-exclusive, non-transferrable, non-sublicensable and solely to enable your own access to the Platform by Saia for your own internal business purposes as permitted under this Agreement.

10.2 Access to the API. Any credentials provided to you for use in accessing any APIs (“**Token**”) are unique to you and may be used by you alone. You may not distribute or transfer any Token or provide a third party with the right to access or use any Token. You are solely responsible for all use of any APIs through any Token, including by any third party. You will ensure the security and confidentiality of each Token and will notify Saia immediately if any Token is lost, stolen, or otherwise compromised.

10.3 Modifications. Saia reserves the right, at any time, to update, modify, or discontinue any API. Saia will use commercially reasonable efforts to notify you in advance of any update, modification, or discontinuation. Saia may provide you with updates or modifications to any API that Saia makes commercially available. Saia reserves the right to charge additional fees for new APIs or the availability of substantially new data or datasets or functionality through any API.

11. TERMINATION & SUSPENSION.

11.1 TERMINATION. This Agreement may be terminated by either party at any time, in that party’s sole discretion, upon notice to the other party provided as permitted under this Agreement. Upon termination of this Agreement for any reason: (1) all rights granted to you under this Agreement will terminate; (2) all amounts due or payable by you under this Agreement will become due and payable; (3) you will immediately cease all use of and access to the Platform; (4) you will immediately delete any software or files you have downloaded or installed through the Platform or otherwise provided to you by Saia prior to termination; and (5) you will return to Saia or (if so notified by Saia) destroy, all Confidential Information in your possession or control; (6) Saia may, in its sole discretion, delete your Account and any of the Content held by Saia. The relevant portions of the following Sections will survive termination of this Agreement for any reason: Definitions, Content,

Termination, Ownership, Representations and Warranties, Disclaimers, Indemnity, Limitation on Liability, Data Privacy, Insurance, Disputes, Governing Law and Venue, Notices and Additional Terms.

11.2 SUSPENSION. Without limiting Saia's right to terminate this Agreement, Saia may also suspend your access to your Account or the Platform (including the Content), and any access to the foregoing, with or without notice to you, upon any actual, threatened, or suspected breach of this Agreement or applicable Law or upon any other conduct deemed by Saia to be inappropriate or detrimental to the Platform, Saia or any Saia provider, any other user, or any third party.

12. CONTENT. As between the Parties, Saia retains all right, title, and interest, including all intellectual property rights, in and to all data and information provided through the Platform ("**Content**"). Subject to your compliance with this Addendum, including payment of all fees (if any), you receive a nonexclusive right (a) during the term of this Agreement to use the Content obtained through the Platform and (b) following the term of this Agreement, to continue to use any such Content, without modification, solely in the form obtained through the Platform, in each case solely for your own internal business purposes. All Content is provided solely for informational purposes. You are solely responsible for verifying the accuracy, completeness, and applicability of all Content before using or relying upon any Content. Except as set forth in this Agreement, you are granted no licenses or rights in or to any Content.

13. OWNERSHIP. Saia retains all right, title and interest, including all intellectual property and proprietary rights in and to all the Platform, Technology, Content, as well as any additions, improvements, updates and modifications thereto ("**Saia Property**"). You receive no ownership interest in or to the Saia Property and you are not granted any right or license to use the Saia Property itself, apart from your ability to access the Platform under this Agreement. The Saia name, logo and all product and service names associated with the Platform are trademarks of Saia and its licensors and providers and you are granted no right or license to use them.

14. REPRESENTATIONS AND WARRANTIES.

14.1 Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.

14.2 Compliance With Laws. You hereby represent, warrant, and covenant to Saia that your use of the Platform will remain in compliance with all applicable laws, rules, and regulations ("**Laws**") and will not cause Saia to violate any applicable Law. You acknowledge that Saia is not responsible for enabling your compliance with any such Law or for your failure to comply.

15. DISCLAIMER. THE PLATFORM, INCLUDING ALL CONTENT, IS PROVIDED "AS IS" AND "AS AVAILABLE." SAIA AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE PLATFORM OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA OR INFORMATION PROVIDED THROUGH THE PLATFORM. SAIA AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, CONTENT, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAIA, ITS EMPLOYEES, PROVIDERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

16. INDEMNITY. You covenant and agree to indemnify, defend, and hold harmless Saia, its affiliates, and its and their officers, directors, shareholders, parents, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that may result in any manner from: (1) your access to or use of the Platform; (2) any communications or interactions with other users of the Platform or third parties through the Platform; (3) any Content you upload or provide through the Platform; and (4) your breach of any representation, warranty, or other provision of this Agreement. Saia will provide you with notice of any such claim or allegation, and Saia will have the right to participate in the defense of any such claim at its expense.

17. LIMITATION ON LIABILITY. SAIA AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM OR CONTENT, EVEN IF SAIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF CONTENT, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. SAIA'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL ACCESS TO AND USE OF THE PLATFORM, OR CONTENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT IN THE 3 MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY (IF ANY) OR, IF NO SUCH FEES HAVE BEEN PAID, \$100. YOU AGREE THAT SAIA WOULD

NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, SAIA'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. CONFIDENTIALITY. For purposes of this Agreement, "**Confidential Information**" means all Technology and all Content of Saia, including all documentation, information, data, and materials made available to you through the Platform, regardless of form or format, including all copies thereof. You will use and disclose the Confidential Information only if expressly permitted herein or in an Additional Agreement. Unless you are permitted to do so, you will not use any Confidential Information. You will not otherwise use or disclose any Confidential Information without Saia's prior written consent. You will treat all Confidential Information with the same degree of care as you treat your own confidential information which, in no event, will be less than reasonable care.

19. DATA PRIVACY. While the Saia [Privacy Policy](#) is not part of this Agreement, you consent to the use and disclosure of your personally identifiable information and other data and information as described in the Saia [Privacy Policy](#).

20. FEEDBACK. Any feedback, comments, or suggestions you may provide relating to the use, operation, performance, functionality, or features of the Platform ("**Feedback**") is entirely voluntary. Saia will be free to use any Feedback as we see fit for any purpose and without any without notice, payment, or other obligation to you. All use of any Feedback will be at Saia's sole discretion.

21. CLAIMS OF INFRINGEMENT. Saia respects your copyrights and other intellectual property rights and those of other third parties. If you believe in good faith that your copyrighted work has been reproduced on the Platform without your authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent by mail to:

Saia, Inc.
11465 Johns Creek Parkway, Johns Creek, GA 30097
[Pstatia@saia.com]
[800-765-7242]

Please provide the following information to Saia: (1) the identity of the infringed work, and of the allegedly infringing work; (2) your name, address, daytime phone number, and email address, if available; (3) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner; and (5) your electronic or physical signature.

22. DISPUTE RESOLUTION.

22.1 Disputes. Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to the Platform or this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**"), in accordance with the procedures set forth in this Section.

22.2 Binding Arbitration. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, then at the request of either party such Dispute will be finally settled through binding arbitration under the arbitration of the American Arbitration Association ("**AAA**") then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Saia in Delaware U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

22.3 Consent to Jurisdiction. Subject to the previous Section titled "Binding Arbitration", each party will bring any action or proceeding relating to any Dispute or otherwise arising from or relating to this Agreement exclusively in a state or federal court located in Delaware U.S.A. You irrevocably consent and submit to the personal jurisdiction and venue of such state and federal courts for any such suit or action. You waive any right that you may have to object to the personal jurisdiction or venue of such state and federal courts.

22.4 Waiver of Collective Action. YOU AGREE THAT YOU WILL PURSUE ANY CLAIM OR LAWSUIT RELATED TO ANY DISPUTE OR OTHERWISE ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT, THE PLATFORM, OR YOUR USE THEREOF AS AN INDIVIDUAL, AND WILL NOT LEAD, JOIN, OR SERVE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR GROUP OF PERSONS BRINGING SUCH A CLAIM OR LAWSUIT.

22.5 Waiver of Jury Trial. THE PARTIES DESIRE TO AVOID THE TIME AND EXPENSE RELATING TO A JURY TRIAL OF ANY DISPUTE. ACCORDINGLY, THE PARTIES, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY WAIVE TRIAL BY JURY OF ANY DISPUTE. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY BOTH PARTIES AND IS IN THE BEST INTERESTS OF BOTH PARTIES.

23. GOVERNING LAW. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Delaware, U.S.A. as such laws apply to contracts between Delaware residents performed entirely within Delaware without regard to any conflict of laws rules that may direct the application of the laws of another jurisdiction.

24. NOTICES. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Saia by postal mail to the address for Saia listed on the Platform. Saia may provide you with any notices required or allowed under this Agreement by sending you an email to any email address you provide to Saia in connection with your Account, provided that in the case of any notice applicable both to you and other users of the Platform, Saia may instead provide such notice through the Platform. Notices provided to Saia will be deemed given when actually received by Saia. Notice provided to you will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

25. FORCE MAJEURE. Saia will not be responsible for failure or delay in the performance of any obligation under this Agreement to the extent such failure or delay is due to acts of God or governmental authority, war, terrorism, strikes, boycotts, quarantine, pandemic, labor disputes, fire or other loss of facilities, accident, or any other event beyond its control. Saia will use commercially reasonable efforts to notify you of any such event.

26. ENTIRE AGREEMENT AND MODIFICATIONS. Unless otherwise amended as provided herein, this Agreement will exclusively govern your access to and use of the Platform, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding your access to and use of the Platform.

27. ADDITIONAL TERMS. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. You may not assign this Agreement or any of your rights or obligations under this Agreement, whether through operation of law or otherwise, without the prior written approval of Saia. Any assignment in violation of the foregoing will be null and void. Saia may assign this Agreement to any party that assumes Saia's obligations hereunder. All waivers by Saia under this Agreement must be in writing or later acknowledged by Saia in writing. Any waiver or failure by Saia to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Saia of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or arbitration proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. The Platform may contain links to third party sites that are not under the control of Saia. Saia is not responsible for any content on any linked site and your access any third party site from the Platform at your own risk. These third party sites may have their own separate terms and conditions and privacy policy. We encourage you to read all applicable terms and conditions before accessing any third party site. No term of this Agreement will be construed to confer any third party beneficiary rights on any non-party. Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable Law. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation."