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| --- | --- | --- |
| Legal Name of Business: | Phone: | Fax: |
| New Customer: | Contact Name: | |
| Physical Business Address: | City/State/Zip: | |
| Mailing Address: | City/State/Zip: | |
|  | Billing Email address: | |

TEMPORARY PERMIT SERVICE FEES\*:

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| --- | --- | --- |
| Description | Fee | Details |
| Overweight/Over-dimensional | $ 40.00\* | Per permit – Includes up to 30 minutes consulting time. Additional charges may be incurred. |
| Fuel & Trip | N/A |  |
| Superload | $ 100.00\* | Per permit – Includes up to 30 minutes consulting time. Additional charges may be incurred. |
| Annual | $ 75.00\* | Per permit |
| Escorting Services | Not Offered At this Current Time | We have lots of contacts to get you in touch with for coverage. |
| Credit Card Payments | Variable based on actual charged amount. | 5% of the total bill will be charged if paying by credit card on top of any credit card fee charge by the state. State Permit Charges will be charged directly to the credit card on file to minimize the amount of fees that the customer will need to assume. If the service fees are paid via credit card additional charges for fees may be incurred. We will confirm on any charges that sound unfair. |
| Payment Made Thru Cash App or Venmo | -5% | 5% Discount for paying all incurred service fees through Cash app or Venmo. (Permit fees can be paid by customers credit card and still be eligible for the discounted service fees) |

\* The cost of the actual permit will be added to the service fees shown above

MISCELLANEOUS FEES:

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| --- | --- | --- |
| Description | Fee | Details |
| Consulting | 125/hour | More information available upon request on consulting services. |
| State Required items | X + 15% | Additional services as deemed required by the states may incur charges. The customer will always be extended the option to fulfill these requirements on their own. If they ask PP&E to fulfill these obligations, a service fee of 15% of the charge will be added on top for the total charge of these required items for processing. |
| Diagram Engineering / Route Evaluation | $125/hour | Engineer drawings of customers equipment to satisfy the states requirements. |
| Permit Cancellation Processing | Variable based on situation | Equal to temporary permit service fee disclosed above for applicable permit type(s) |
| Additional Services available upon Request |  |  |

TERM AND RENEWAL:

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| This Agreement will be effective as of the first day of the Starting Quarter indicated (even if in the past) (the "Effective Date"), and will continue for the Initial Term set forth above. This Agreement will automatically renew at the end of the Initial Term, and each renewal term thereafter, for additional one year renewal terms, unless either party gives at least 30 days prior written notice that the Agreement will not be so renewed prior to the end of the then effective term. 'Term" as used in this Agreement means the Initial Term together with each renewal term. |
| Initial Term: I year(s) |

ACCOUNT INFORMATION:

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| --- | --- |
| Does Customer's fleet have an Oregon Weight Receipt Number/Permit? |  |
| Please list any additional company representatives approved to order services. Please indicate if there are any restrictions as well. | |
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

RESPONSIBILITES:

PP&E will provide services to assist with the acquisition of temporary permits when requested by Customer (the "Temporary Permits Services"). PP&E reserves the right to postpone the processing of a permit order request until such time as the Customer's account balance includes funds to cover all associated fees. PP&E will use commercially reasonable efforts to assist Customer in resolving any order disputed between Customer and the issuing U.S. state, Canadian province, or other service provider; however, PP&E will have no financial responsibility for any such orders. Final resolution of any disputed orders is the responsibility of Customer.

Customer:

The recipient of the permit, whether it be Customer, Customer's agent, Customer's employee, driver or a designated third party, is responsible for confirming the accuracy of the permit issued, including but not limited to the routes listed, dates of permit, equipment details, etc. In addition to any other indemnification obligation arising under the Agreement, Customer agrees to indemnify PP&E against any claims, tosses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) arising out of or connected with any damage to persons or property resulting from any errors in routing information or Customer's or its employee's, driver's or a designated third parties operations, whether or not such operations are conducted in accordance with the applicable permit. Any permits cancelled by Customer will incur a minimum process fee as noted above in Section ll.

ADDITIONAL TERMS AND CONDITIONS:

1. Customer will be assessed charges and fees for Temporary Permits Services provided by PP&E and other third-party entities that support the Temporary Permit Services provided by PP&E. Fees for Temporary Permits Services are set forth in Section Il above (the "Fees") and are billed monthly on the first day of each month. If a method of automatic payment is not selected, invoices will be generated and delivered electronically on the 1st day of the month and payment will be deemed late if not made by the 5th day of the month. If total Temporary Permit Service Fees (not including miscellaneous charges and actual permit costs) is less than $50.00 in any calendar month, Customer will be charged an account maintenance fee for the difference, up to a total of $50.00.
2. Temporary Permits Services are provided in part through PP&E’s proprietary website, and use thereof by Customer and its agents is governed by the terms of this Agreement, and any Terms of Use or other policies made available on such website, as the same may be amended from time to time

AUTHORIZATION:

Customer hereby represents and warrants that (i) the signatory below ("Authorized Representative") is either a duly elected corporate officer or the owner/proprietor of the company listed above ("Customer') and is duly authorized to execute this agreement on behalf of Customer. Customer hereby agrees (i) to be bound by all terms and conditions contained in the Agreement and any corresponding attachments, exhibits or schedules, as amended from time to time, including without limitation those certain PP&E General Terms and Conditions attached hereto, each of which is hereby incorporated herein (collectively, the "Agreement'). By signing below, Customer and Professional Permits & Escorts, LLC acknowledge that they have read, understand, and agree to this Agreement as being effective as of the Effective Date and for the duration of the Term, unless earlier terminated in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, PP&E and Customer executed this Agreement.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

By executing an PP&E Agreement (the "Order"), you ("Customer") agree that these PP&E General Terms and Conditions together with any terms set forth in the Order or any addendum attached hereto or thereto govern your use of the Services (as defined below) provided by Professional Permits & Escorts, LLC. References herein to "Agreement' mean the Order together with the terms set forth below and any exhibits, schedules or attachments hereto or thereto or that may be entered into between PP&E and Customer. Capitalized terms not otherwise defined herein have the meaning given such term in the Order.

1. Late Payment; Taxes.

1. If payment is not received (or if an invoice is not paid in full) on its due date, PP&E will impose a late charge equal to the greater of seventy-five dollars ($75.00) or 6.99% Of the unpaid balance (excluding any amounts previously invoiced and outstanding and excluding previous late fees), not to exceed the maximum amount allowed by law. All payments should include Customer's PP&E account number. PP&E may impose a fifteen-dollar ($15.00) fee for each payment received without an PP&E account number.
2. PP&E reserves the right to modify the terms and conditions of this Agreement, including without limitation adding new and/or modifying existing Fees applicable to the Services, from time to time. PP&E will notify Customer of any change it makes to its Fees in accordance with Section IO(h) below, and such change will be effective no earlier than the date of receipt by Customer of such notice.

C. Except for PP&E’s income tax, Customer with pay, or reimburse PP&E for, any and all applicable sales, use, excise, franchise or other taxes (collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed with respect to Customer's use of the Services.

2. Termination.

1. Either party may terminate this Agreement if the other breaches a material representation, warranty, term, condition or obligation under this Agreement\* and fails to cure such breach within thirty (30) days after receiving written notice of such breach.
2. PP&E may terminate this Agreement and/or suspend all or a portion of its Services, immediately if (i) Customer's performance of its obligations or use of the Services violates any federal, state or local law, rule or regulation; or (ii)

Customer fails to pay any amount due within fifteen (15) days of its due date.

Either party may terminate this Agreement if the other: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver. custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days.

d. Termination will not affect Customer's responsibility to pay, or PP&E right to recover, any amounts for which Customer is liable or obligated in connection with this Agreement, and upon termination, Customer shall immediately pay all such amounts owing in connection with this Agreement, without set-off or deduction.

1. Compliance with Law. Customer and PP&E will comply with, and will not use or provide the Services in violation of, any United States or Canadian federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations ("Legal Requirements"), and each party will be solely liable for any violation by such party of applicable Legal Requirements. Each party is responsible for (i) monitoring and interpreting Legal Requirements applicable to such party; and (ii) determining the particular actions, disclosures, formulas, calculations, or procedures required for compliance with such par-tvs Legal Requirements (whether to be performed by PP&E or by Customer). Neither party shall be responsible for any violation by the other party of the other party s Legal Requirements.
2. Limitations and Disclaimers.

Except as specifically set forth in this Agreement, PP&E disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under this Agreement. Further. PP&E does not warrant that Customer's use of the Services will be uninterrupted or error-free. This Agreement is a service agreement, and any equipment provided to Customer under this Agreement is incidental to the Services provided and remains the property of PP&E.

b. PP&E cumulative liability for any loss or damage, from any cause whatsoever, will be limited to the lesser of (i) Twenty-Five Thousand Dollars ($25,000); or (ii) the amount of the Fees paid to PP&E by Customer for Services performed in the preceding twelve (12) month period.

C. NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS),

EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.

5. Indemnification. Subject to Sections 4(c) and (d) above, Customer will indemnify, defend and hold harmless PP&E, its directors, officers, employees, affiliates and agents (the "Indemnitees") against any third party claims, losses, actual and reasonable costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) {collectively, "Claims") to the extent caused by Customers (and Customer's users', affiliates', employees', agents' or representatives') (i) gross negligence or willful misconduct; (ii) material breach of this Agreement; (iii) misuse of any Service or product thereof or the PP&E Website; (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting PP&E’s systems. Customer will not indemnify the Indemnitees for Claims arising from the Indemnitees' acts or omissions for which Customer is entitled to indemnification from PP&E. 6. Confidential Information; Information Security.

1. "Confidential Information" means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information, Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.
2. Neither party will disclose, reproduce, transfer or use the other part'/ s Confidential Information; provided, however, that (i) PP&E's employees, affiliates, agents, advisors or subcontractors may access and use Customer's Confidential Information or Personal Information (defined below) in connection with providing the Services provided such persons will comply with the confidentiality provisions of this Agreement and (it) either party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure {unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such

disclosure.

1. Each party is responsible for: (a) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control; and (b) data security issues arising from its systems, or directly

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resulting from its use of third-party vendors or subcontractors {if any) in connection with the Services. Personal Information will also include any nonpublic personal information of a consumer, each as defined by Section 6809 of the Gramm-Leach-Bliley Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information {collectively, a "Security Incident'). In the event of a Security Incident, the affected party will comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. PP&E is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of transmissions using these lines.

1. PP&E and Customer agree there may be no adequate remedy at law for a breach of the confidentiality, disclosure, use, safeguarding and ownership requirements (collectively, the 'Confidentiality Requirements") related to Confidential Information and Personal Information under this Agreement. A breach of the Confidentiality Requirements may cause irreparable harm such that the non-breaching party may not have an adequate remedy at law; and, therefore, the non-breaching party will be entitled to seek injunctive relief against the breaching party in addition to any other rights or remedies available at law or in equity

Customer shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to PP&E (collectively "Customer Data"). PP&E shall be entitled to rely upon the Customer Data in providing the Services. PP&E shall not be required to act on instructions provided by Customer if PP&E reasonably doubts an instruction's contents or Customer's compliance with this Agreement or any Legal Requirements. Subject to the provisions of Sections 6(a)-(d) above, PP&E and/or its affiliates may extract information from the Customer Data provided to PP&E by Customer and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. Customer represents that it has sufficient rights (and has made sufficient disclosure to its users) in the information provided hereunder to authorize such use. PP&E or its affiliates will own all right, title or interest in or to any information, products, services or intellectual property arising from such data and analytics research and development activities. PP&E and its affiliates' access to and use of information, including use in commercial products developed as a result of or in connection with such research and development activities, will not be a violation of this Agreement.

7. Intellectual Property.

1. Except as expressly provided herein, this Agreement does not grant either party any right, title, interest, or license {express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of PP&E, the Services, or, on the part of either PP&E or Customer, applications or business methods of the other party (or those of such part'/ s affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from PP&E or its affiliates\* research and development activities.
2. Neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, "Marks") owned, licensed or registered by the other party without prior written consent. A breach of the terms of this Agreement related to the use of a par-tvs Marks may cause irreparable harm such that the non-breaching party may not have an adequate remedy at taw and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching.

8. PP&E Website. PP&E may provide Customer with access to the website operated by PP&E in connection with the Services ("PP&E Website"). Customer and any employees who are designated and authorized by Customer to use the PP&E Website will comply with all policies and the Terms of Use posted on the PP&E Website, as the same may be modified from time to time.

Consent to Electronic Communications and Notices. Customer hereby consents to electronic delivery of the following documents and accepts any future changes to those documents that may be published from time to time on the PP&E Website and/or delivered electronically to Customer: Online Electronic Disclosure and Consent Agreement, Alt Product and Service Disclosures, Periodic Statements, Notices, History and Transaction Records, Change-in-Terms, Adverse Action Notices and Changes to Minimum Hardware and Software Requirements. By consenting to conduct transactions and receive disclosures and notices electronically Customer agrees to provide PP&E with the information needed to communicate electronically: Customer agrees to keep the e-mail and account information current at all times and to notify PP&E immediately if it changes. If Customer fails to update or correct the email, PP&E may freeze the account until Customer contacts PP&E and provides corrected information. By signing this Agreement or by using any Services, Customer agrees to continue to have (or have access to) the minimum hardware and software required to access the PP&E Website and receive the electronic notices above.

10. Genera t.

1. Governing Law. This Agreement is governed by and construed in accordance with federal law and the laws of the State of Delaware (without reference to choice of law rules). The prevailing party will be entitled to recover its costs, including reasonable attorneys’ fees, incurred in enforcing the parties' obligations hereunder.
2. Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid or unenforceable will be deemed void; and the remainder of this Agreement will continue in full force and effect. To the extent any provision is deemed void pursuant to the foregoing, the court or arbitrator will substitute a valid provision approximating the intent of the parties.
3. Headings. The headings in this Agreement are for reference only.
4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Customer and PP&E, and supersedes all prior agreements, written or oral, related to the Services. Any amendment to this Agreement must be in writing and signed by PP&E and Customer except as provided herein.

Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are deemed valid and effective.

1. Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by either party without prior written consent from the other party, which will not be unreasonably withheld. Consent, however, is not needed for PP&E to assign this Agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition or sate of all or substantially all of PP&E assets.
2. Subcontractors. PP&E may subcontract all or any portion of the Services using vendors both within and outside the United States.
3. Notices. All notices or other communications under this Agreement will be deemed effective (i) three (3) days after mailing by first class registered or certified mail, postage prepaid, return receipt requested; or (ii) one (1) day after mailing by nationally recognized courier service. Any notice or other communication sent in any other manner will be effective upon receipt. Any notice to (a) PP&E shall be directed to the attention of General Counsel, Professional Permits & Escorts, LLC, (b) Customer shall be directed to the person and address listed in the Application; or such other address as such party may designate in writing.

Survival of Obligations. Sections I(a) and (c), 2(d), 3-7, and 10, together with all representations and warranties of Customer set forth herein or in any other materials provided by Customer to PP&E in connection herewith, will survive the expiration or termination of this Agreement.

Independent Contractors. PP&E and Customer are independent contractors. Nothing in this Agreement will be deemed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party will be liable for any obligation incurred by the other; neither party is an agent or representative of the other; and neither party will represent otherwise.

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k. Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties' rights and remedies under this Agreement, at law, and in equity are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under this Agreement must be in writing, will be effective only to the extent set forth in such writing and will not continue to apply to additional failures to comply. breaches or defaults.

Force Majeure. Neither party will be in default under this Agreement, and such party will be excused from performing its obligations, if its performance is prevented, restricted, delayed or interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event" includes (i) labor disputes, strikes, riot or other civil unrest; (ii) flood, hurricane, tornado, lightning, severe weather, earthquake or other natural disaster; (iii) rationing or other shortage of materials; (iv) utility failures, electronic transmission failures or other electronic or communication failures or delays; (v) terrorism, embargo, blockade, revolution or other acts of war; (vi) any change in taws, orders, rules, regulations, ordinances or other governmental or judicial acts impairing performance, (vii) acts of God, or (viii) any event that is beyond a parties reasonable control. Notwithstanding anything to the contrary in this Agreement, the duty of Customer to remit payment to PP&E is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

m. Language. The parties have requested that this Agreement be drafted in English.