

Ortix Group

DOT & FMCSA Compliance Services · Carmel, Indiana

SERVICE AGREEMENT

Draft template — to be reviewed by legal counsel before use.

1. Parties and Effective Date

This Service Agreement ("Agreement") is entered into as of _____ (the "Effective Date") between Ortix Group ("Provider"), Carmel, Indiana, and _____ ("Client").

2. Services

Provider will perform the services described in Exhibit A (Scope of Work) (the "Services"). Any work not described in Exhibit A is out of scope and requires a written change order signed by both parties.

3. Fees, Expenses and Payment

Client will pay the fees set out in Exhibit A. Unless stated otherwise, invoices are due within fifteen (15) days of the invoice date.

Government fees, third-party fees, testing fees and similar pass-through costs are billed at cost, itemized separately, and are Client's responsibility.

Undisputed amounts not paid when due may accrue interest at 1.5% per month, and Provider may suspend Services on written notice.

4. Client Obligations

Client will: (a) provide accurate, complete and timely information, records and access needed to perform the Services; (b) designate a point of contact with authority to make decisions; (c) review deliverables and filings; and (d) remain responsible for its own operations and regulatory compliance.

Provider is not liable for any deficiency or penalty caused by inaccurate, incomplete or late information supplied by Client.

5. Access to Third-Party Systems

Where the Services require access to Client's third-party systems (for example, an electronic logging device platform), Client authorizes Provider to access such systems and will furnish the necessary credentials or authorization. Client represents it has the right to grant such access. Provider will request read-only access where operationally sufficient and will use such access solely to perform the Services.

6. Not Legal Advice; Scope of Compliance Services

Ortix Group is not a law firm and does not provide legal representation or legal advice. Compliance Services consist of preparation, filing, record-keeping, monitoring, training and consulting support. Client acknowledges that it retains ultimate responsibility for its regulatory compliance and that Provider does not guarantee any particular regulatory outcome, audit result, or absence of penalties.

7. Term and Termination

This Agreement begins on the Effective Date and continues until the Services are complete or, for recurring services, on a month-to-month basis. Either party may terminate for convenience on thirty (30) days' written notice, or immediately for material breach not cured within ten (10) days of written notice. Client will pay for all Services performed through the effective date of termination.

8. Confidentiality

Each party will protect the other's non-public information with at least reasonable care and use it only to perform or receive the Services. This section survives termination for three (3) years, and indefinitely for information constituting a trade secret.

9. Intellectual Property

Upon full payment, Client owns the final deliverables specifically created for Client under Exhibit A. Provider retains ownership of its pre-existing materials, templates, know-how, and tools, and grants Client a non-exclusive, perpetual license to use them solely as embedded in the deliverables.

10. Warranties and Disclaimer

Provider warrants it will perform the Services in a professional and workmanlike manner consistent with industry standards.

EXCEPT AS EXPRESSLY STATED, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE. PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Indemnification

Client will indemnify Provider against third-party claims arising from Client's operations, Client's violation of law, or inaccurate or incomplete information provided by Client. Provider will indemnify Client against third-party claims that Provider's deliverables infringe a US intellectual property right.

13. Insurance

Provider maintains professional liability (errors & omissions) and commercial general liability insurance in commercially reasonable amounts and will furnish a certificate of insurance on request.

14. Independent Contractor

Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

15. Governing Law and Disputes

This Agreement is governed by the laws of the State of Indiana. The parties will first attempt to resolve any dispute in good faith. Any unresolved dispute shall be brought exclusively in the courts located in Indiana.

16. Entire Agreement

This Agreement, together with Exhibit A and any signed change orders, is the entire agreement between the parties and supersedes all prior discussions. It may be amended only in a writing signed by both parties. If any provision is held unenforceable, the remainder stays in effect.

Exhibit A — Scope of Work

Services, deliverables, timeline and fees for this engagement:

Signatures

Provider: _____ Date: _____

Client: _____ Date: _____