

**Professional Drivers Services Contract**

This Professional Drivers Services Contract ("**Contract**") is made by and between the undersigned person identified as "Client" ("**Client**", "**you**", or "**your**") and Customized Logistics Group, LLC, a Texas limited liability company doing business as Professional Drivers (referred to as "**Professional Drivers**", "**we**", "**us**" or "**our**"). This contract is subject to, and will be deemed a part of, the Professional Drivers Terms of Service ("**Terms of Service**"), which is attached to this Contract and incorporated herein. Capitalized terms but not defined have the definitions give to them in the Terms of Service.

**CLIENT**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

**PICK-UP ADDRESS**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pick-Up Date: \_\_\_\_\_ Pick-Up Time: \_\_\_\_\_ AM  PM

Pick-Up Address is a:

Home  Business  Apartment/Condo  Airport  Hotel

Special Instructions for Pick-Up Address: \_\_\_\_\_

\_\_\_\_\_

**DELIVERY ADDRESS**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Delivery Time: \_\_\_\_\_ AM  PM

Delivery Address is a:

Home  Business  Apartment/Condo  Airport  Hotel

Special Instructions for Delivery Address: \_\_\_\_\_

\_\_\_\_\_

**DATE FOR RETURN OF YOUR VEHICLE**

Would you like us to plan on bringing your vehicle back? Yes  No

Approximate date for Return of your Vehicle: \_\_\_\_\_

**VEHICLE INFORMATION**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Transmission Type: Automatic  Manual

Fuel Type: Regular  Premium  Diesel

License Plate Number: \_\_\_\_\_ License Plate State: \_\_\_\_\_

DOT Registration No. (If applicable): \_\_\_\_\_

Is the Vehicle covered by roadside assistance? Yes  No

If necessary, can we request roadside assistance form your provider? Yes  NO

Name of Roadside Assistance Provider: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Name on account: \_\_\_\_\_

Account/Policy Number: \_\_\_\_\_

**TRAILER INFORMATION (IF APPLICABLE)**

Type of Trailer: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

Hitch Type: \_\_\_\_\_ Length: \_\_\_\_\_

License Plate Number: \_\_\_\_\_ License State: \_\_\_\_\_

DOT Registration No. (If applicable): \_\_\_\_\_

Does the trailer have brakes? Yes  No

If yes, does the Vehicle have a brake controller? Yes  No

Description of Cargo if any: \_\_\_\_\_

**INSURANCE INFORMATION**

Insurance Company Name: \_\_\_\_\_

Name of Policyholder: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**You represent and warrant that you have an existing and valid insurance policy covering the above-described vehicle (the "Vehicle") with bodily injury liability coverage in a minimum amount of \$100,00 per person /\$300,000 per accident, property damage liability coverage in a minimum amount of \$100,000 per accident, full comprehensive coverage and full collision coverage.**

**You shall always maintain your insurance policy in full force and effect while the Vehicle is in the possession of Professional Drivers. You acknowledge that your insurance policy is and will be the primary insurance coverage for the Vehicle. We recommend you consult with your insurance agent to confirm this is the case with your policy. On request, Professional Drivers will provide the driver's name and driver's license information to be added as an additional insured to your insurance policy.**

**VEHICLE TYPE AND SERVICE**

**Vehicle Transportation Service:**

- Car/SUV
- Van
- Pick-Up
- Non-Commercial Truck/RV
- With trailer
- DOT Registered Vehicle or Trailer
- With Pet Transportation (Pet Addendum Required)
- Is this a Rental Vehicle

**SIGNATURE**

By the signature below, Professional Drivers and the Client identified below, intending to be legally bound, agree to all the provisions of this Contract, the Terms of Service and any applicable addenda, effective as of the date this Contract is signed by both Professional Drivers and the Client.

**CLIENT**

**Professional Drivers**  
CUSTOMIZED LOGISTICS GROUPS, LLC, a Texas  
limited liability company dba Professional Drivers

\_\_\_\_\_  
**Signature**

By: *Tony Bellefond*  
Tony Bellefond, Chief Executive Officer

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date signed**

\_\_\_\_\_  
**Date signed**

**FEES**

<b>Base Fee</b>	\$ _____ (Plus, Expenses)
<b>Early Arrival</b>	\$ _____
<b>Total</b>	\$ _____

**THE BASE FEE IS NON-REFUNDABLE AND IS DUE UPON SIGNING.** I acknowledge there will be additional charges for fuel, tolls, ground transportation and other incidentals. If you cancel the trip, you will be able to apply this payment toward future scheduled trips for up to one year from the date of cancellation. Written notice of cancellation is required. If the services are cancelled, you will be required to pay any applicable Waiting Fees and expenses resulting from such cancellation. Airfare cancellations are subject to the airline policies. In case our driver is unable to make the trip, additional airfare may be purchased, at your expense.

**WAITING, CANCELLATION AND CHANGE FEES:**

<b>Description</b>	<b>Charge</b>
Waiting Fees for Mechanical Issues or Compliance With DOT:	\$70.00 per hour (up to 12 hours/day), plus Expenses
Waiting Fees for Weather or Environmental Issues:	\$300.00 per day, plus Expenses
Cancellation Fee:	\$700.00, plus Expenses
Changes to contract:	\$200.00

Waiting or Cancellation Fees may apply if transportation of the Vehicle is delayed, suspended or cancelled. Waiting Fees and Cancellation Fees are described in the Terms of Service under the heading "WAITING FEES, CANCELLATION FEES AND EXPENSES". You acknowledge that you have read this section of the Terms of Service and agree to the application of such fees and expenses in accordance with such section.

**EXPENSES:**

You acknowledge that you will be required to pay or reimburse us for out-of-pocket expenses that we may incur in providing the Services or as otherwise required by this Contract or the Terms of Service. See Section 2.3 ("Expenses") of the attached Terms of Service. You agree to provide us with a valid credit card number and related information and authorize us to charge your credit card for these expenses.

**SIGNATURE**

By the signatures below, Professional Drivers and the Client identified below, intending to be legally bound, agree to all of the provisions of this Contract, the Terms of Service and any applicable Addenda, effective as of the date this Contract is signed by both Professional Drivers and the Client.

**CLIENT**

**PROFESSIONAL DRIVERS**

CUSTOMIZED LOGISTICS GROUP, LLC, a Texas limited liability company dba Professional Drivers

\_\_\_\_\_  
Signature

By: *Tony Bellefond*

Tony Bellefond, Chief Executive Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

These Professional Drivers Terms of Service (these “**Terms of Service**”) will apply to, and is deemed incorporated in, every Professional Drivers Services Contract between Customized Logistics Group, LLC, a Texas limited liability company doing business as Professional Drivers (referred to as “**Professional Drivers**,” “**we**,” “**us**,” or “**our**”) and person identified on the Contract as the Client (“**Client**,” “**you**” or “**your**”). The Contract together with these Terms of Service and any attached addenda are a contract for the Services indicated on the Contract.

**1. SERVICES**

1.1 **Providing the Services.** We agree to provide the services indicated on the Contract (the “**Services**”) in accordance with the Contract and these Terms of Service. You authorize Professional Drivers and its drivers to possess and operate the Vehicle for the purpose of providing the Services.

1.2 **Changes.** After the Contract is signed, you cannot change the Contract unless we agree to the changes in writing. You agree to pay any additional fees or expenses related to any approved changes. *This will incur a change fee. (see Services Contract page 3)*

1.3 **Driver Transportation.** Upon execution of the Contract, we will reserve a licensed and/or certified driver to perform the Services for you, plan an appropriate route for the transportation of your vehicle, arrange for transportation of our driver to pick up your vehicle on the pick-up date, and arrange for transportation of our driver after the vehicle has been delivered. You acknowledge that certain costs, such as airfare, may be nonrefundable and we will not refund you for any nonrefundable transportation costs if the services are cancelled. In some cases, travel credit or voucher may be issued if a reservation is cancelled but might not be transferable. If we or our driver receives a travel credit or voucher upon cancellation of a reservation, we or the applicable driver will have the right to retain and use such credit or voucher, and you will not be entitled to a refund or credit equal to the amount of such voucher. If any driver transportation arrangements must be changed due to any delay or cancellation of the services, you agree to pay any additional costs and fees resulting from any change to the driver’s travel arrangements.

1.4 **Trailers.** If the services include transportation of a vehicle with an attached trailer, the trailer must be safe for towing and must have all necessary registrations and permits. You are responsible for properly securing any cargo or items located on or in the trailer. An adequate trailer hitch chains, and electrical and brake connections must be installed on the vehicle and trailer prior to pick up. The trailer must have brakes and lights in working condition. The total weight of the trailer and any cargo shall not exceed manufacturer’s specifications for the Vehicle, the trailer or the trailer hitch. If the driver determines, in his or her sole discretion, that transportation of the trailer or cargo would be unsafe, the driver may refuse to transport the trailer or cargo.

**2. WAITING, CANCELLATION AND CHANGE FEES**

2.1 **Waiting Fees.** A Waiting Fee in the amount described in the contract will be charged if transportation of the vehicle is delayed or suspended due to any of the following:

- (a) The Vehicle or Trailer is not ready for pick up on the pick-up date, the vehicle or trailer does not match the description in the Contract, or upon initial inspection of the Vehicle or Trailer, we or our driver determines that the Vehicle is not safe to operate.
- (b) Mechanical Issues (see Section 3.1 below).
- (c) Weather or Environmental Issues (see Section 3.2 below).
- (d) Compliance with DOT Regulations (see Section 3.3 below).
- (e) With respect to our Hate to Fly Ride Along Service, unscheduled stops requested by Client; or
- (f) With respect to transportation of pets, unscheduled stops due to animal health issues (see Pet Addendum).

**2.2 Cancellation**

(a) The base fee is non-refundable. If you cancel the trip, you will be able to apply this payment toward future scheduled trips for up to one year from the date of cancellation. Written notice of cancellation is required. If the services are cancelled, you will be required to pay any applicable Waiting Fees and expenses resulting from such cancellation, in accordance with Section 2.3. Airfare cancellations are subject to the airline policies. In case our driver is unable to make the trip, additional airfare may be purchased, at your expense.

(b) Professional Drivers may cancel the services if pick up of the vehicle is delayed for any reason described in Section 2.1 by more than one (1) day after the scheduled pick up date. Upon such cancellation, you agree to pay any Waiting Fees applicable during such delay, plus the cancellation fee described in the contract, plus any expenses incurred by us as a result of such cancellation, in accordance with Section 2.3. These expenses may include, but are not limited to, airfares, motels, food, and all transportation costs.

(c) Professional Drivers or our driver may cancel the

Services after the Vehicle has been picked up if

transportation of the vehicle is suspended for more than twenty-four (24) consecutive hours due to any mechanical Issue, Weather or Environmental Issue, compliance with DOT Regulations, or your breach of the contract, these Terms of Service or any applicable addendum. Upon such cancellation, you agree to pay any Waiting Fees applicable during such suspension, plus the Cancellation Fee described in the Contract, plus any expenses incurred by us as a result of such cancellation, in accordance with Section 2.3. You will be responsible for arranging further transportation of the Vehicle.

- (a) If the Services are cancelled by either you, Professional Drivers or our driver at any time for any reason, you agree that you are not entitled to a return or refund of funds.

**2.3 Expenses.** You agree to pay or reimburse us, and authorize us to charge your credit card, for any of the following expenses:

(a) Travel expenses related to transportation of our driver to the pick-up address such as airfare, ground transportation, parking, hotels, reasonable meal expenses, and applicable taxes and fees.

(b) Travel expenses related to transportation of our driver from the delivery address to the driver's place of residence, such as airfare, ground transportation, parking, hotels, reasonable meal expenses and applicable taxes and fees.

(c) If the Services are cancelled for any reason after our driver has departed to pick up the vehicle or after the Vehicle has been picked up, travel expenses related to transportation of our driver from his or her current location to the driver's place of residence, such as airfare, ground transportation, parking, hotels, reasonable meal expenses and applicable taxes and fees.

(d) Fuel costs, tolls and parking expenses incurred while transporting your Vehicle.

(e) All costs and expenses incurred with any delay or suspension of the services to due to a mechanical Issue including, without limitation, all repair costs, costs of parts, service fees, towing charges, taxes, disposal or environmental fees, reasonable meal expenses, and for delays or suspensions requiring an overnight stay, hotel and ground transportation expenses.

(f) All costs and expenses incurred with any delay or suspension of the Services to due to a weather or Environmental Issue including, without limitation, reasonable meal expenses, and for delays or suspensions requiring an overnight stay, parking, hotels and ground transportation expenses, Or

(g) Fees or expenses incurred in complying with,

or to remedy violations of, DOT laws or regulations.

**2.3 Collection Costs.** All fees, costs, expenses and other amounts will be due and payable upon delivery of invoice to you. All invoices will be deemed overdue if not fully paid within fifteen (15) days of the date of the invoice. If for any reason Professional Drivers incurs any costs in collecting all monies due to us or enforcing its rights under the Contract, these Terms of Service or any Addenda, we are entitled to collect and recover all costs and fees including reasonable attorneys' fees incurred in connection there with.

**2.4 Late Fees.** We may charge a late fee on any overdue amounts in an amount that is the lesser of: (a) 1.5% of the outstanding overdue balance per month, which will accrue daily, or (b) the highest rate or late fee that may be charged under applicable law. If the amount of any late fee paid by Client exceeds the maximum amount allowed by applicable law, the portion of the late fee paid by Client which exceeds such maximum amount will be deemed to be applied to the outstanding overdue balance.

### 3. MECHANICAL ISSUES; ENVIRONMENTALISSUES

**3.1 Repairs and Mechanical Issues.** You are responsible for all maintenance and repairs of your Vehicle or trailer (if applicable). Our driver will conduct an initial inspection of the Vehicle or trailer only to determine whether it appears to be safe to operate. The driver will not inspect any of the Vehicle's or trailer's parts or systems. If the driver determines, in his or her sole discretion, that your Vehicle or trailer is unsafe to transport, we have the right to cancel this Agreement and you agree to pay the fees and expenses described in Section 2. If a mechanical, electrical or similar vehicle-related issue (a "**Mechanical Issue**") arises during transportation which renders the vehicle or trailer inoperable or unsafe to transport, as determined by the driver, in his or her sole discretion, transportation of your vehicle or trailer will be suspended and Professional Drivers or the driver may transport the vehicle or trailer (or have it transported) to an appropriate repair facility. Professional Drivers and our driver are authorized to order any repairs, parts or service that we or our driver, respectively, determines is reasonably necessary or appropriate to remedy the Mechanical Issue and resume safe transportation of the Vehicle or trailer including, without limitation, minor repairs, parts or service such as wipers, fluids, lights, belts or tires.

**3.2 Weather or Environmental Issues.** Our driver may suspend transportation of your Vehicle or trailer if the driver determines, in his or her sole discretion, that operation or transportation of the Vehicle is unsafe for the driver, Vehicle, trailer, cargo or passenger(s) due to weather conditions, road conditions, road closures, environmental hazards or similar circumstances ("**Weather or Environmental Issues**")

**3.3 Compliance With DOT-Regulations.** If your vehicle or trailer is registered with the U.S. Department of

Transportation ("DOT") or otherwise regulated by the DOT, you are responsible for complying with all laws and regulations applicable to your vehicle or trailer including, without limitation, Electronic Logging Device rules. The driver will not inspect the vehicle or trailer to determine whether it complies with DOT laws and regulations. During transportation of the vehicle or trailer, we will use commercially reasonable efforts to comply with all DOT laws and regulations applicable to the Vehicle or trailer including, without limitation, stopping at weigh stations and submitting to inspections.

#### 4. LIMITED WARRANTY; LIMITATION OF LIABILITIES

**4.1 Limited Warranty.** Professional Drivers warrants to you that (a) the driver assigned to transport your vehicle or trailer will have a valid driver's license and any required certifications to operate your Vehicle, and (b) the driver will operate the vehicle safely and with reasonable care. **EXCEPT AS STATED IN THE PRECEDING SENTENCE, THE SERVICES ARE PROVIDED "AS IS", AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE CONTRACT, THESE TERMS OF SERVICES AND ANY ADDENDA.**

**4.2 Limitation of Liability.** Our total aggregate liability under Section 4.1 shall not under any circumstances exceed an amount equal to the aggregate amount of fees actually paid by you to us under the Contract for the Services. All warranty claims under Section 4.1 must be made in writing within five (5) days after the delivery of the Vehicle or trailer, or the cancellation date of the services, as applicable, and any claims made after such period will be deemed waived. We will not be liable for any damage to the vehicle or trailer, or any injuries caused by us or our driver during the operation or transportation of the Vehicle or trailer, and Client hereby waives any claims that Client may have against us or our drivers arising from any such damage or injuries; provided, however, that the foregoing limitations will not apply to damages or injuries caused by the gross negligence or intentional misconduct (which will not be deemed to include misdemeanor or other minor traffic violations) of Professional Drivers or our driver, as determined by a court of law.

**4.3 Consequential Damage Exclusion.** UNDER NO CIRCUMSTANCES SHALL PROFESSIONAL DRIVERS OR ANY OF ITS DRIVERS BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES; (b) LOST

PROFITS; (c) LOSS OF BUSINESS; (d) TRADING LOSSES. (e) INACCURATE DISTRIBUTIONS; OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM OPERATION OR TRANSPORTATION OF THE VEHICLE OR TRAILER, OR ARISING FROM ANY BREACH OF THE CONTRACT, THESE TERMS OF SERVICES OR ANY ADDENDA, OR ANY TERMINATION OF THE SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF PROFESSIONAL DRIVERS OR ITS DRIVER HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

#### 5. WAIVER OF SEARCH AND SEIZURE RIGHTS

While your vehicle or trailer is being transported by us, you hereby agree to allow the vehicle, trailer and any cargo in either the vehicle or trailer to be searched by any federal, state or local law enforcement official upon request or demand without requiring such official to have either probable cause or obtain a search warrant prior to such search. You expressly waive all objections to a voluntary search of the vehicle, trailer or cargo. You acknowledge you are aware you may have state or federal Constitutional rights against unreasonable search and seizure; however, you are waiving said rights solely for the purposes described in this Section 5.

#### 6. INDEMNIFICATION

Client shall indemnify and hold Professional Drivers and its managers, members, directors, officers, employees, drivers, agents, representatives, successors and assigns (the "**Indemnified Persons**"), harmless from and against any claims, liability, damages, losses, costs or expenses including, without limitation, reasonable attorneys' fees and litigation costs ("**Liability**"), asserted against or incurred by any Indemnified Person which arises from or is related to

- (a) the vehicle and, if applicable, the trailer and any goods, property or cargo contained in or on the vehicle or trailer,
- (b) any property damage or bodily injury to any person for any reason, including any Indemnified Person, which occurs during transportation of the vehicle or trailer and within the scope of the terms of the contract, these Terms of Services or any Addenda, (c) your breach or violation of the Contract, these Terms of Services or any Addenda, or (d) any alleged or actual violation of federal, state or local law resulting from any search of the vehicle by a law enforcement official. Notwithstanding the foregoing, you will not be required to indemnify any Indemnified Person for any Liability arising from or related to (i) the negligence or willful misconduct of Professional Drivers or its driver, (ii) any breach or violation of the Contract, these Terms of Services or any Addenda by Professional Drivers or its driver, or (iii) any alleged or actual violation of federal, state or local law by Professional Drivers or its driver. If any Indemnified Person makes a demand for



indemnification under this Section 6, you agree to advance funds for defense of any claims against any Indemnified Person prior to final disposition of such claims. You may not settle any claim against any Indemnified Person without our prior written consent.

## 7. MISCELLANEOUS

7.1 **Notices.** All notices and other communications required or permitted by the contract, these Terms of Services or any Addenda must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or nationally-recognized overnight courier service (costs prepaid); (b) sent by e-mail, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case, to the applicable address stated in the contract (which may be updated by delivering notice to the other party).

7.2 **Governing Law.** The Contract, these Terms of Services or any Addenda are governed by and will be interpreted under and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles.

7.3 **Arbitration.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, THESE TERMS OF SERVICES OR ANY ADDENDA, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE HEARD BY A SINGLE ARBITRATOR. THE PLACE OF ARBITRATION SHALL BE DALLAS, TEXAS AND EACH PARTY WAIVES ANY OBJECTION TO SUCH LOCATION. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

7.4 **Assignment: Contractors.** You may not assign the Contract, these Terms of Services or any Addenda or any of your rights thereunder to any person. Any such assignment will be void. You acknowledge that we may use contractors or subcontractors to perform the Services. We acknowledge that use of contractors or subcontractors to perform the Services does not relieve us of our obligation to provide the Services.

7.5 **Entire Agreement.** The Contract, these Terms of Services or any Addenda constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in the contract, these Terms of Services or any Addenda.

7.6 **Severability.** If any provision of the Contract, these

Terms of Services or any Addenda is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section 7.6, then the rest of the Contract, these Terms of Services or any Addenda will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which such provision is held to be unenforceable.

1.1 **Interpretation.** No provision of this the Contract, these Terms of Services or any Addenda will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

1.2 **Conflicts.** In the event of any conflict in the terms and provisions of the Contract, these Terms of Services or any Addenda, the terms and provisions of the Contract shall control, followed by any Addenda and then these Terms of Service.

1.3 **Relationship of the Parties.** The relationship of the parties is that of independent contractors. The parties are not, by virtue of the Contract, these Terms of Services or any Addenda, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary.

1.4 **Electronic Signatures.** This Agreement may be signed electronically, either as a manually signed original signature that is e-mailed as a .pdf or containing an electronic signature.