



Partners In Trucking, LLC

Office (931) 546-9119

TruckBytes.com/online Annual Service Agreement

- 1. SOFTWARE:** PARTNERS shall provide CLIENT with the most recent version of TruckBytes trucking software in existence at the time of the execution of the Services Contract for use by CLIENT in CLIENT'S business.
 - 1.1 CLIENT has first registered a "FREE" account and determined that TruckBytes meets CLIENT'S needs and expectations.
- 2. SOFTWARE TECHNICAL SUPPORT:** PARTNERS shall provide CLIENT with Software Technical Support for the duration of the Services Contract. Software Technical Support shall be support necessary for the usage of TruckBytes software, but shall not include any support or advice regarding the business operations of CLIENT and shall not include any advice or guidance on any compliance with any federal regulation or law involving the CLIENT'S business. Such Software Technical Support will be solely assistance for the actual manipulation of TruckBytes software, including creation of invoices and data entry.
- 3. IFTA WORKSHEET SERVICES:**
 - 3.1 DATA: CLIENT shall provide PARTNERS with all routes and miles traveled in each state per load carried by CLIENT in addition to the truck fuel purchases for each route in each state.
 - 3.2 DATA COMPILATION: For the duration of the Services Contract, PARTNERS will compile the data provided by CLIENT described above and provide CLIENT with a quarterly IFTA worksheet. This information provided by PARTNERS will be in a format for use by CLIENT in completing quarterly IFTA reports.
 - 3.3 REPORTS ACCURATE ONLY TO THE EXTENT THAT ACCURATE DATA IS PROVIDED: PARTNERS will only provide data compilations and calculations based upon the information provided by CLIENT. Any incomplete, inaccurate or erroneous information provided by CLIENT will likely result in inaccurate or erroneous reports by PARTNERS. PARTNERS is in no way liable or responsible for any erroneous reports generated by PARTNERS based in whole or in part on inaccurate, incomplete, or erroneous data from CLIENT.
- 4. DRIVER SETTLEMENT AND PAYROLL SERVICES:**
 - 4.1 DATA: CLIENT shall provide PARTNERS with all driver and employee payroll payment(s) and deduction(s) including but not limited to Federal, State and local payroll income taxes, Social Security Taxes, FICA, etc. PARTNERS will not calculate payroll payments or deductions of CLIENT's drivers or employees.
 - 4.2 DATA COMPILATION: For the duration of the Services Contract, PARTNERS will compile the data provided by CLIENT described above and provide CLIENT with driver and employee settlement sheets. This information provided by PARTNERS will be in a format for use by CLIENT using the DATA enter by CLIENT.
 - 4.3 REPORTS ACCURATE ONLY TO THE EXTENT THAT ACCURATE DATA IS PROVIDED: PARTNERS will only provide data compilations and calculations based upon the information provided by CLIENT. Any incomplete, inaccurate or erroneous information provided by CLIENT will likely result in inaccurate or erroneous reports by PARTNERS. PARTNERS is in no way liable or responsible for any erroneous reports generated by PARTNERS based in whole or in part on inaccurate, incomplete, or erroneous data from CLIENT.
- 5. DURATION OF SERVICES CONTRACT:** The duration of this Services Contract shall be one (1) year.
- 6. PAYMENT FOR SERVICES:**
 - 6.1 ANNUAL PAYMENT: CLIENT shall pay an annual service fee to PARTNERS. This annual fee will be based on the number of trucks CLIENT owns, operates or uses in CLIENT'S business including lease operators. The Annual service fee to be paid by CLIENT shall be one hundred and eighty 00/100 Dollars (\$180.00) for each truck Client owns, operates or has a lease agreement with. ACCESS TO ALL REPORTS INCLUDED WITH THIS SERVICE AGREEMENT WILL ONLY BE AVAILABLE WHILE ACCOUNT IS CURRENT AND PAID IN FULL.
 - 6.2 CANCELLATION: No refunds will be provided to CLIENT for cancellation during the DURATION OF SERVICES CONTRACT (5.).
 - 6.3 CHANGE IN NUMBER OF TRUCKS: Should CLIENT own, operate, or use a different number of trucks for any portion of the clients annual service agreement, the annual service fee described shall be based upon the most trucks owned, operated, or used by CLIENT during the service agreement and prorated at a rate of fifteen 00/100 dollars (\$15.00) per truck(s) per month(s). Client will notify PARTNERS by providing a completed "Annual Service Agreement - truck update" form.
 - 6.4 TOTAL INITIAL CHARGES: Should CLIENT request service from an earlier date CLIENT will be charged for the total number of months for each truck at a rate of fifteen 00/100 dollars (\$15.00) per truck(s) per month(s) in addition to the annual service fee as described in section 6.1.
- 7. INDIANA LAW & VENUE:** All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Indiana. In the event of a legal

CLIENT Printed Name _____

CLIENT Signature _____

Date _____

proceeding, all parties agree that venue shall be in Marshall County.

8. ATTORNEY'S FEES: In the event of any action, suit or other proceeding concerning the interpretation, validity, performance or breach or any of the terms and conditions of this Agreement, the prevailing party shall recover reasonable attorney's, costs and expenses incurred in each and every such action, suit or other proceeding, including any and all appeals and/or petitions relating thereto.

9. ACH / E-Check Payments: Client agrees to be bound to the NACHA Rules and Regulations of the ACH Network. PARTNERS acknowledges that the origination of ACH transactions to our account must comply with the provisions of the U.S. Law.

Do you have a promotion code? If so, enter it here!			
Company Name		Start Date	
Contact Person		End Date	
Phone Number			
Street Address		City	
State		Zip Code	

Additional 3 Months = 25% *FREE* When Paying With E-Check!

Name on Account	
Account Number	
Routing Number	

Or pay with Credit/Debit Card

Card Holders Name	
Card Number	

Expiration Date		3 Digit Security Number On Back	
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No. Trucks	Rate	Total Months Paid**	Initial Total
	\$15.00	12	\$

* See all section 5 ** All promotions or additional months for FREE are in addition to "Total Months Paid"

Printed Name (must match signature)

Signature Authorizing Payment

Date

Scan & Email to: info@truckbytes.com

or

Mail to:
Partners In Trucking, LLC
428 Miami Trail
Bremen, IN 46506

CLIENT Printed Name _____

CLIENT Signature _____

Date _____