DATA LOGISTICS GROUP LLC

DATA CENTER LOGISTICS. DELIVERED.

DATA CENTER EXPERTISE

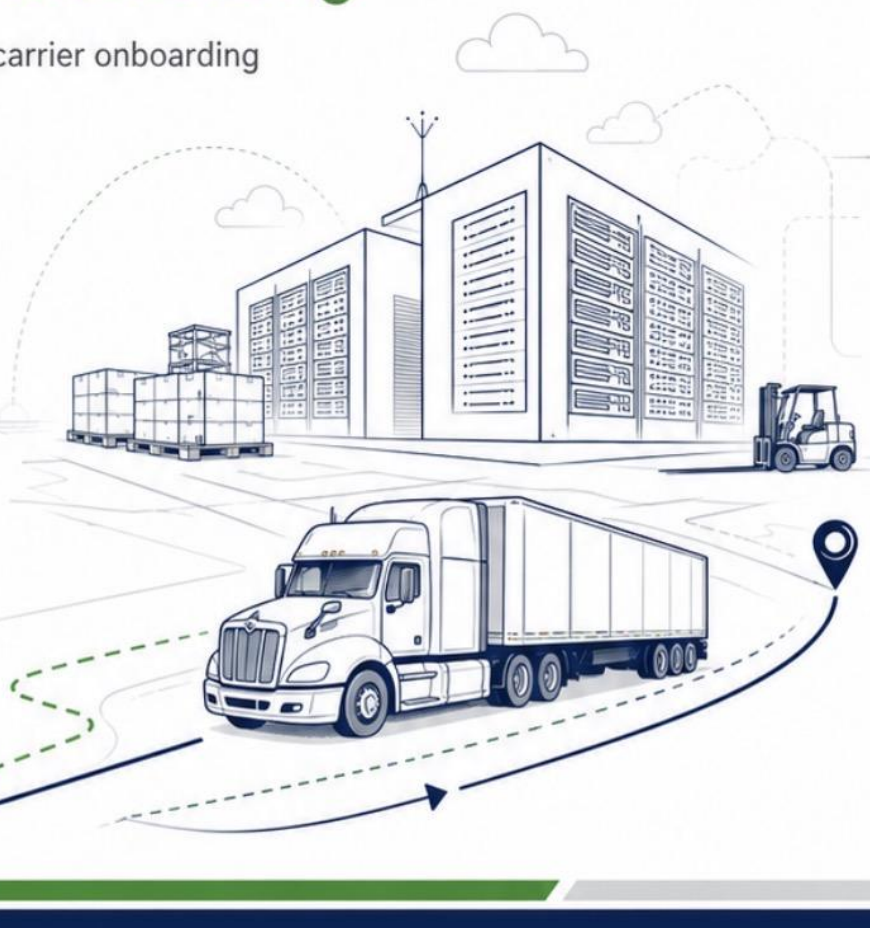
FREIGHT FOCUS

RELIABLE DELIVERY

CARRIER SET-UP PACKET

Broker and Carrier Onboarding

Mission-critical and data center freight carrier onboarding



Includes:

- Broker-Carrier Agreement
- Motor Carrier Profile
- Insurance Requirements
- Payment Terms
- Carrier Certification

1818 Library Street, Suite 500, Reston, VA 20190

808-745-9425 | jeremypalmer@datalogisticsgroup.com | datalogisticsgroup.com

USDOT 5877634 | MC 65113968 | BMC-84 Surety Bond $75,000

Return completed packet to jeremypalmer@datalogisticsgroup.com

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CARRIER SET-UP PACKET

Broker and Carrier Onboarding | You can type directly into this form. Return the completed packet to jeremypalmer@datalogisticsgroup.com

To Our Carrier Partners:

Thank you for your interest in partnering with Data Logistics Group LLC ("DLG"). DLG is a licensed property freight broker specializing in mission-critical and data center logistics: cooling and HVAC equipment, electrical and power infrastructure, UPS systems and batteries, switchgear, generators, racks, and critical spare parts moving to and from hyperscale, colocation, enterprise, and government facilities nationwide. Our freight demands professionalism, clean equipment, on-time performance, and constant communication. We pay carriers who deliver that standard, on time, every time.

To qualify as an approved carrier and avoid payment delays, please submit ALL of the following:

- Signed Broker-Carrier Agreement (included in this packet)
- Completed Motor Carrier Profile (included in this packet)
- Copy of your FMCSA Operating Authority (MC Certificate or Permit)
- Certificate of Insurance (ACORD) listing Data Logistics Group LLC as certificate holder
- Completed IRS Form W-9 (current revision, signed)
- Notice of Assignment from your factoring company, if applicable

Submit all documents to: jeremypalmer@datalogisticsgroup.com | Questions: 808-745-9425

Please note: consistent with our fraud prevention standards, DLG verifies every carrier's authority, safety record, and insurance directly with FMCSA and your insurance agent before the first load, and confirms dispatch contacts through publicly listed phone numbers. These checks protect honest carriers as much as they protect our shippers.

BROKER INFORMATION AND REFERENCES

Legal Name	Data Logistics Group LLC
Business Type	Limited Liability Company (Virginia)
Principal Office	1818 Library Street, Suite 500, Reston, VA 20190
Phone	808-745-9425
Email	jeremypalmer@datalogisticsgroup.com
Website	datalogisticsgroup.com
Federal EIN	42-3061929
USDOT Number	5877634
MC Number (Broker of Property)	65113968
BMC-84 Surety Bond	$75,000 (written through Jet Surety; bond filing details available upon request)
BOC-3 Process Agents	Blanket process agent designation (all 50 states)
Virginia SCC Entity ID	12029650
Principal / Operations Contact	Jeremy Palmer, Operations Manager
Carrier Invoices To	jeremypalmer@datalogisticsgroup.com
Ownership	Service-Disabled Veteran-Owned Small Business (SDVOSB certification in process)

Verify our authority any time at the FMCSA SAFER system (safer.fmcsa.dot.gov) using USDOT 5877634 or MC 65113968. Our Certificate of Authority, bond filing confirmation, and BOC-3 designation are furnished upon request. We encourage every partner to vet us the same way we vet them.

MINIMUM INSURANCE REQUIREMENTS

Carrier must maintain, at its sole cost, the following coverage with insurers rated A- or better by A.M. Best:

Automobile Liability	$1,000,000 per occurrence (no annual aggregate), naming Data Logistics Group LLC as additional insured, with waiver of subrogation in favor of DLG
Commercial General Liability	$1,000,000 per occurrence
Motor Truck Cargo	$100,000 per occurrence, with no exclusions for theft, mysterious disappearance, electronics, unattended or unattached vehicles, or driver dishonesty; reefer breakdown coverage required for temperature-controlled freight
Workers' Compensation	Statutory limits for all employees (or lawful occupational accident coverage for owner-operators where permitted)

Your insurance company or agent must send the ACORD Certificate of Insurance directly to DLG showing:

Certificate Holder: Data Logistics Group LLC, 1818 Library Street, Suite 500, Reston, VA 20190

Additional Insured: Data Logistics Group LLC on the automobile liability policy

Cancellation Notice: thirty (30) days written notice of cancellation or material change

Send to: jeremypalmer@datalogisticsgroup.com

Note for electronics and data center freight: cargo policies that exclude electronics, computer equipment, or theft will not be accepted for those shipments. If your policy carries such an exclusion, tell us up front and we will match you with freight your policy covers.

PAYMENT TERMS

Standard Pay (Net 30, no fee). Payment is issued within thirty (30) days of DLG's receipt of your complete, uncontested paperwork: carrier invoice, signed rate confirmation, original signed bill of lading and proof of delivery, and receipts for approved accessorials (lumper, detention, and similar).

Quick Pay. Available upon request for approved carriers; the current fee schedule is provided at enrollment.

Factoring. DLG honors factoring arrangements. A signed Notice of Assignment must be on file before payment can be redirected; payments follow the NOA until your factor releases it in writing.

Invoicing. Reference the DLG load number on every invoice. Missing paperwork is the number one cause of payment delay.

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is entered into as of the date last signed below ("Effective Date") by and between DATA LOGISTICS GROUP LLC, a Virginia limited liability company with its principal office at 1818 Library Street, Suite 500, Reston, VA 20190, a property transportation broker operating under license MC No. 65113968 and USDOT No. 5877634 issued by the U.S. Federal Motor Carrier Safety Administration ("FMCSA") ("BROKER"), and the motor carrier identified on the signature page ("CARRIER"), a for-hire motor carrier operating under FMCSA motor carrier authority. BROKER and CARRIER are collectively the "Parties."

1. TERM. The term of this Agreement is one (1) year from the Effective Date and automatically renews for successive one (1) year periods, unless terminated by either Party with thirty (30) days prior written notice, or immediately as otherwise provided herein. Termination does not relieve either Party of obligations incurred before the termination date.

2. CARRIER'S REPRESENTATIONS AND OBLIGATIONS. CARRIER represents and warrants that it: (a) is duly licensed and registered with FMCSA under valid for-hire motor carrier operating authority, which is and will remain active and in good standing; (b) does not have a "Conditional" or "Unsatisfactory" safety rating and will notify BROKER within twenty-four (24) hours of any DOT audit, safety rating change, or proposed change; (c) will comply with all federal, state, and local laws and regulations applicable to the services performed, including hours of service, ELD, drug and alcohol testing, and CSA requirements; (d) maintains the insurance required by this Agreement at all times; (e) is not currently, and will notify BROKER immediately if it becomes, listed on any government sanctions or debarment list; and (f) all information provided to BROKER during onboarding is true and current, and CARRIER will notify BROKER in writing before any change of ownership, contact information, or payment information. BROKER may terminate this Agreement immediately upon any breach of this Section.

3. IDENTITY AND DISPATCH VERIFICATION; ANTI-FRAUD. CARRIER acknowledges that BROKER independently verifies CARRIER's operating authority, safety data, and insurance through FMCSA and CARRIER's insurance producer, and confirms dispatch contacts through publicly listed telephone numbers, before tender of the first shipment and periodically thereafter. CARRIER agrees that: (a) only dispatchers and drivers authorized by CARRIER and disclosed to BROKER will handle BROKER's shipments; (b) CARRIER will not permit any third party to book, accept, or communicate about a shipment while posing as CARRIER; and (c) any misrepresentation of identity, authority, equipment, or driver information is grounds for immediate termination, forfeiture of freight charges for the affected shipment to the extent permitted by law, and referral to law enforcement.

4. NO RE-BROKERING; NO SUBCONTRACTING. ALL freight tendered by BROKER shall be transported solely on equipment operated under CARRIER's own FMCSA operating authority, with drivers under CARRIER's direction and control. CARRIER shall not broker, re-broker, co-broker, subcontract, interline, assign, or transfer any shipment to any third party without BROKER's prior written consent. If CARRIER violates this Section: (a) BROKER's payment obligation to CARRIER is void to the extent permitted by law and BROKER may pay the party that actually performed the transportation; (b) CARRIER forfeits any claim to compensation for the affected shipment; and (c) CARRIER shall defend, indemnify, and hold BROKER and its customers harmless from all resulting loss, damage, cost, and expense, including attorney's fees.

5. TRACKING AND COMMUNICATION. CARRIER shall: (a) accept and maintain shipment tracking as specified on the rate confirmation (app-based tracking, ELD integration, or scheduled check calls); (b) provide the assigned driver's name and mobile number at dispatch; (c) provide timely updates at pickup, in transit, and at delivery; and (d) notify BROKER immediately by telephone of any accident, delay, breakdown, cargo damage, overage, shortage, or seal discrepancy. Refusal or discontinuation of tracking is grounds for removal from the shipment at CARRIER's expense.

6. EQUIPMENT AND PERSONNEL; INDEPENDENT CONTRACTOR. CARRIER shall, at its sole cost: furnish all equipment necessary for performance; pay all expenses of equipment operation; maintain equipment in clean, dry, odor-free, road-worthy condition suitable for high-value electronic and mechanical freight; and employ only competent, legally licensed personnel. CARRIER is an independent contractor. Nothing in this Agreement makes either Party an agent, employee, partner, or joint venturer of the other, and CARRIER has exclusive control over its personnel, equipment, and operations, including the manner, means, routes, and schedules of performance.

7. CARRIER'S EMPLOYEES; EMPLOYMENT CLAIMS. All drivers and workers used by CARRIER are employees or contractors of CARRIER alone and are not employees, agents, or statutory employees of BROKER or BROKER's customers for any purpose, including wage, tax, benefit, workers' compensation, and unemployment purposes. CARRIER is solely responsible for their wages, payroll taxes, benefits, workers' compensation coverage, and compliance with all employment and immigration laws. CARRIER shall defend, indemnify, and hold harmless BROKER and its customers from any claim by or relating to CARRIER's drivers or workers, including claims of employment, joint employment, or misclassification, and claims for wages, benefits, workers' compensation, or personal injury.

8. RECEIPTS AND BILLS OF LADING. Each shipment shall be evidenced by a bill of lading or receipt showing the kind and quantity of product received at origin, and CARRIER shall obtain a signed delivery receipt from the consignee at destination. The terms of any bill of lading, manifest, or other receipt are subordinate to this Agreement; where terms conflict, this Agreement controls. Under no circumstances shall BROKER or any DLG customer be listed as the motor carrier on any bill of lading, and any such listing is for convenience only and does not alter BROKER's status as a broker. CARRIER shall note any exceptions on the bill of lading and notify BROKER before departing the origin or destination facility.

9. INSURANCE. CARRIER shall procure and maintain, at its sole cost, with insurers rated A- or better by A.M. Best: (a) automobile liability insurance of not less than $1,000,000 per occurrence, naming BROKER as additional insured and including a waiver of subrogation in favor of BROKER; (b) commercial general liability insurance of not less than $1,000,000 per occurrence; (c) motor truck cargo insurance of not less than $100,000 per occurrence with no exclusion for theft, mysterious disappearance, electronics, unattended or unattached vehicles, or driver dishonesty, and including reefer breakdown where applicable; and (d) workers' compensation insurance in statutory limits (or lawful occupational accident coverage for owner-operators). CARRIER shall cause its insurer or agent to deliver certificates of insurance directly to BROKER naming Data Logistics Group LLC as certificate holder, with thirty (30) days notice of cancellation or material change. CARRIER is solely responsible for all deductibles and self-insured retentions. The insurance requirements of this Section do not limit CARRIER's liability under this Agreement. Lapse of required coverage automatically suspends freight tenders until coverage is restored and verified.

10. CARGO LIABILITY; CLAIMS. CARRIER assumes the liability of a common carrier under 49 U.S.C. Section 14706 (the Carmack Amendment) for full actual loss, damage, or delay to cargo from the time of tender at origin until delivery at destination. No limitation of liability applies without BROKER's prior written authorization, and CARRIER waives any released rates or limitation in its tariffs or bill of lading terms. Claims may be filed with CARRIER within nine (9) months of delivery (or scheduled delivery for lost shipments), and CARRIER shall acknowledge claims within thirty (30) days and pay, decline, or make a firm settlement offer within one hundred twenty (120) days of receipt, consistent with 49 C.F.R. Part 370. BROKER may offset amounts owed on resolved claims against CARRIER settlements. CARRIER's salvage rights are limited to the extent BROKER's customer permits salvage.

11. PAYMENT. BROKER shall pay CARRIER the rates set forth on BROKER's signed rate confirmation for each shipment, which is incorporated into this Agreement. A rate confirmation is deemed accepted unless CARRIER objects in writing within twenty-four (24) hours of receipt. Payment will be made within thirty (30) days of BROKER's receipt of CARRIER's complete, uncontested invoice with the signed rate confirmation, signed bill of lading and proof of delivery, and required accessorial receipts. CARRIER agrees to look solely to BROKER for payment of freight charges and shall not invoice, contact, or pursue collection against BROKER's customers, shippers, or consignees, and CARRIER waives any right to do so. Accessorial charges (detention, layover, lumper, and similar) must be approved by BROKER in writing at the time of occurrence and are payable only with supporting documentation.

12. WAIVER OF LIEN. CARRIER shall not withhold, hold hostage, or assert any lien against any cargo transported under this Agreement for any reason, including payment disputes, and hereby waives and releases all such liens. Any dispute shall be resolved as provided in Section 20 while cargo continues to destination.

13. INDEMNITY. CARRIER shall defend, indemnify, and hold harmless BROKER and its customers from and against all loss, damage, delay, expense, cost (including reasonable attorney's fees), fines, penalties, actions, and claims for injury to persons (including death) and damage to property arising out of or in connection with

CARRIER's performance or breach of this Agreement, including loading, handling, transportation, unloading, or delivery of shipments, and including any claim alleging negligent selection, hiring, retention, entrustment, or supervision by BROKER, except to the extent caused by the sole negligence of BROKER. CARRIER's defense obligation applies from first notice of a claim, with counsel reasonably acceptable to BROKER. This Section survives termination of this Agreement.

14. LIMITATION OF BROKER LIABILITY. BROKER is a property broker, not a motor carrier, and has no liability for cargo loss, damage, or delay. In no event shall BROKER be liable to CARRIER for consequential, incidental, indirect, special, exemplary, or punitive damages, or for lost profits. BROKER's aggregate liability to CARRIER arising out of this Agreement shall not exceed the brokerage compensation earned by BROKER on the shipment giving rise to the claim.

15. NON-SOLICITATION. CARRIER shall not solicit or accept freight, directly or indirectly, from any shipper, consignor, consignee, or customer of BROKER first made known to CARRIER through BROKER, during the term of this Agreement and for twelve (12) months after its termination. If CARRIER breaches this Section, BROKER shall be entitled to a commission of thirty-five percent (35%) of gross revenue received by CARRIER from such traffic, and CARRIER shall provide documentation sufficient to verify such revenue upon request.

16. CONFIDENTIALITY. Neither Party shall disclose the terms of this Agreement, rates, customer identities, shipment data, or other proprietary information of the other Party to any third party except as required by law, to affiliates, or to auditors bound to confidentiality. This obligation survives termination for two (2) years.

17. HAZARDOUS MATERIALS. CARRIER shall not transport placarded hazardous materials for BROKER unless specifically agreed in writing on the rate confirmation. For any such shipment, CARRIER represents that it holds all required federal and state hazmat permits and registrations, its drivers hold proper CDL hazmat endorsements and training under 49 C.F.R. Part 172, and CARRIER maintains public liability coverage of not less than $5,000,000 per occurrence for such shipments.

18. ASSIGNMENT; NOTICES. CARRIER may not assign this Agreement or any right or obligation under it without BROKER's prior written consent, and any attempted assignment without consent is void. Notices under this Agreement must be in writing and delivered by hand, certified mail, nationally recognized courier, or email with confirmation of receipt, to the addresses on the signature page or as updated in writing.

19. SEVERABILITY; WAIVER; ENTIRE AGREEMENT; SURVIVAL. If any provision of this Agreement is held invalid, the remainder continues in full force. No failure by either Party to enforce any right is a waiver of that or any other right. This Agreement, together with each rate confirmation, is the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, and may be amended only in a writing signed by both Parties. Sections 7, 10, 12, 13, 14, 15, 16, and 20 survive termination. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

20. GOVERNING LAW; DISPUTES; ATTORNEY'S FEES. This Agreement is governed by the laws of the Commonwealth of Virginia and applicable federal transportation law, without regard to conflict of laws principles. The Parties consent to exclusive venue in the state and federal courts serving Fairfax County, Virginia, and each Party waives trial by jury. CARRIER waives any rights and remedies under 49 U.S.C. Sections 14101(b) and 14706 to the extent they conflict with this Agreement. Any action arising out of this Agreement must be commenced within two (2) years of the date the cause of action accrues. The prevailing Party in any action shall be awarded reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

BROKER: Data Logistics Group LLC

Company:	Data Logistics Group LLC
Signature:	
Printed Name:	Jeremy Palmer
Title:	Operations Manager
Date:	

CARRIER

Company:	
Signature:	
Printed Name:	
Title:	
Date:	

MOTOR CARRIER PROFILE

Please complete in full. This profile lets us match your equipment and lanes to the right freight. Type directly into the boxes below.

Company Information

Legal Company Name

DBA (if any)

Physical Address

Remit-To / Billing Address

MC #

USDOT #

Federal EIN

Years in Business

Power Units

Drivers

Dispatch and After-Hours Contacts

Primary Dispatch Name / Phone / Email

Secondary Dispatch Name / Phone / Email

After-Hours / 24-7 Contact

Accounting / Payments Contact

Insurance

Insurance Company

Agent Name / Phone / Email

Auto Liability Policy # / Expiration

Cargo Policy # / Limit / Expiration

Policy Exclusions (commodities you cannot haul)

Equipment (enter count for each type you operate)

53' Dry Vans

53' Reefers

Flatbeds / Step Decks

Air-Ride Vans

Liftgate Trucks

Straight / Box Trucks

Sprinter / Cargo Vans

Conestoga / Curtain Side

RGN / Lowboy / Heavy Haul

Power Only

Other (describe)

Capabilities: Data Center and High-Value Freight

Do you have experience hauling data center / IT / electronic equipment?	Yes	No
Air-ride suspension available on all equipment offered to DLG?	Yes	No
Blanket wrap / padded van service?	Yes	No
Liftgate and inside delivery capability?	Yes	No
Drivers able to comply with site security (photo ID, badging, escorts, TWIC)?	Yes	No
Will your drivers accept app-based tracking on every load?	Yes	No
Can you provide driver cell numbers at dispatch?	Yes	No
Team drivers available for expedited freight?	Yes	No
Hazmat certified drivers?	Yes	No
Drop trailer capability?	Yes	No
Cross-border service (Canada / Mexico)?	Yes	No

Preferred Lanes / Service Area

Lane 1 (From / To / Frequency)

Lane 2 (From / To / Frequency)

Lane 3 (From / To / Frequency)

States or regions you prefer to run

Email address for available load offers

CARRIER CERTIFICATION

By signing below, the undersigned certifies on behalf of CARRIER that: (1) the information provided in this packet is true, accurate, and current; (2) the undersigned is authorized to bind CARRIER; (3) CARRIER's operating authority is active and its safety rating is not Conditional or Unsatisfactory; (4) CARRIER will transport all DLG freight exclusively under its own authority with its own drivers and equipment, with no re-brokering; (5) CARRIER will maintain the required insurance at all times and notify DLG immediately of any lapse, cancellation, or change; and (6) CARRIER has read and agrees to the Broker-Carrier Agreement contained in this packet.

Carrier Legal Name **MC #** **USDOT #**

Authorized Signature (type full legal name) **Date**

Printed Name / Title

Return the completed packet to jeremypalmer@datalogisticsgroup.com. Welcome aboard. We look forward to moving mission-critical freight with you.