

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Services Agreement”) is effective as of the date set forth below, by and between **UCR, INC.**, an \_\_\_\_\_ nonprofit corporation (“Administrator”), and **THE UNIFIED CARRIER REGISTRATION PLAN**, (“Plan”). The Plan is responsible for administering the Unified Carrier Registration Agreement (“UCR agreement”). Both the Plan and the UCR agreement were established by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005 § 4304, 49 U.S.C. § 14504a.

### RECITALS

**WHEREAS**, pursuant to 49 U.S.C. § 14504a, the Board of Directors of the Plan (“Plan Board”) is charged with governing the Plan and with issuing rules and regulations to govern the Plan and UCR agreement; and

**WHEREAS**, pursuant to 49 U.S.C. § 14504a(d)(6), the Plan Board has the authority to contract with any person to perform the administrative functions required under the Plan and UCR agreement but may not delegate its decision or policy-making responsibilities; and

**WHEREAS**, Administrator is a nonprofit corporation established by the Plan Board that exists to administer the Plan and UCR agreement by providing the services necessary for the Plan to function efficiently and effectively; and

**WHEREAS**, the Plan Board has determined that in order to increase efficiency and effectiveness it is in the best interests of the Plan to establish and contract with Administrator to perform the administrative functions required under the Plan; and

**WHEREAS**, the Plan Board, through this Services Agreement, wishes to engage Administrator to perform administrative functions for the Plan.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, terms and conditions herein contained, the parties agree as follows:

1. ENGAGEMENT. The Plan Board hereby engages Administrator to provide the services set forth in Article 4 herein, and Administrator agrees to provide such services on the terms and conditions set forth herein.

2. DELEGATION OF AUTHORITY. The Plan Board hereby delegates to Administrator the power of the Plan Board to conduct the administrative functions required under the Plan. This delegation does not include any decision or policy-making responsibilities or authority. Administrator shall have the power and authority to act on behalf of the Plan with respect to administrative functions but shall not have any power or authority, to act on behalf of the Plan in any material matter that involves decision or policy-making that is outside of existing policy or that relates to any claim or controversy with a third party. Administrator may request, and shall promptly be provided with, guidance from the Plan Board regarding any issue which may arise regarding the scope of Administrator’s authority to act on behalf of the Plan Board.

3. OVERSIGHT BY THE PLAN BOARD.

(a) The parties recognize that in order for the Plan to operate as effectively as possible, Administrator and the Plan Board will need to cooperate to the maximum extent possible, and

that Administrator, in the day-to-day administration of the Plan, will need oversight and direction from the Plan Board. In order to achieve this objective, the parties hereby recognize that the Plan Board maintains all policy-making authority as well as all rights to oversee Administrator. The Plan Board shall maintain the authority to approve, among other things, Administrator's budget, depository operations, and matters relating to the enforcement of the Plan.

(b) The Chair of the Plan Board, or his designee, will consult with Administrator on day-to-day matters which require guidance from but not the approval of the Plan Board.

#### 4. GENERAL MANAGEMENT AND ADMINISTRATIVE SERVICES

4.1 Management and Administrative Services. Administrator shall provide general management and administration of the Plan, except for any matter requiring decision-making or policy-making, which shall remain the exclusive responsibility of the Plan Board.

4.2 Bookkeeping and Accounting. Administrator shall be responsible for all bookkeeping and accounting services necessary or appropriate for the efficient and proper operation of the Plan, which shall include, without limitation, the following:

4.2.1 Records Maintenance. The maintenance, custody and supervision of business records, papers, documents, ledgers, journals, and reports relating to the business operations of the Plan.

4.2.2 Accounting. The establishment, administration, and implementation of accounting procedures, controls, forms, and systems of the Plan.

4.2.3 Financial Reporting. The preparation of monthly and annual financial reports, as appropriate, reflecting the business operations of the Plan.

4.2.4 Financial Planning. The financial planning of the business operations of the Plan.

4.2.5 Accounts Payable Processing. The processing and payment of accounts payable for the Plan.

4.2.6 Accounts Receivable Processing. The processing and collection of accounts receivable including the preparation, distribution and recordation of all bills and statements, and including the billing and completion of any reports and forms that may be required by insurance companies, governmental agencies, or other third-party payors.

4.2.7 Employee Records and Payroll Processing. Maintaining employee records and processing payroll for all Personnel (as defined in Section 7.1 below). Payroll services may be provided through a third party vendor.

4.2.8 Records Management. Storage and maintenance of all Plan records. The Plan will retain ownership of the records and the records system at all times.

4.3 Information Systems. Administrator, itself or through a third-party, will install and maintain an integrated technology and management system including an electronic record component.

4.4 Website. Administrator, itself or through a third-party, will design, implement and host one or more websites for the Plan which will include an electronic registration and payment portal.

4.5 Reporting. Administrator shall support the Plan Board by preparing such reports as the Plan Board may request from time-to-time or on a regular basis. This support shall include gathering and verifying the data necessary to prepare such reports.

4.6 Analysis. Administrator shall conduct any analysis which Administrator believes, or is determined by the Plan Board to be necessary to the efficient operation and administration of the Plan.

4.7 Audit. If authorized by law, Administrator will, itself or through a third-party, conduct compliance audits on the carriers and states participating in the Plan. Such audits will occur at intervals determined by the Plan Board.

4.7.1 Compliance. Such audits will also evaluate the compliance and participation of carriers and states in the Plan.

4.7.2 Enforcement. Such audits will also evaluate the enforcement mechanisms implemented by the states participating in the Plan.

4.8 Depository. Administrator will advise and assist the Plan Board in developing policies and procedures for operating the depository function of the Plan. Administrator shall establish bank accounts with one or more financial institutions that shall serve as the depository for the Plan as authorized in 49 U.S.C. § 14504a(d)(2)(D). Administrator will manage the depository function of the Plan pursuant to the policies and procedures adopted by the Plan Board.

4.9 Marketing and Public Relations Services.

4.9.1 In General; Marketing Standards. Administrator shall provide such marketing, educational and promotional services as are determined by it, in consultation with the Plan Board, to be necessary to promote and market the Plan, and to develop and increase the registrant base of and compliance with the Plan.

4.9.2 Ownership of Marketing Materials. All Plan marketing, educational, and promotional materials shall be developed by Administrator in consultation with the Plan Board. For the duration of this Services Agreement, Administrator shall be the sole owner and holder of all right, title and interest, including, but not limited to, all copyright, service mark and trademark rights, to any written or electronic materials or documents acquired, prepared, purchased, or furnished by Administrator pursuant to this Services Agreement. Ownership of the name “Unified Carrier Registration Plan” shall be retained by the Plan. In the event this Services Agreement is terminated or expires without renewal, Administrator shall transfer all ownership of items covered by this Section 4.9.2 to such entity, or entities, as the Plan Board shall direct.

4.10 All Other. Administrator shall perform any other administrative functions determined by the Plan Board, in its sole discretion, to be necessary for the efficient operation and administration of the Plan.

5. CARRIER BILLING AND COLLECTION SERVICES

5.1 Setting Carrier Fees. Administrator shall support the Plan Board by preparing such information and analysis as the Plan Board requests in making the annual fee recommendation to the Secretary of the Department of Transportation required by 49 U.S.C. § 14504a(d)(7)(A).

5.2 Notification and Collection. Administrator shall have the right to send out notices with respect to and collect all amounts payable for services rendered pursuant to or in connection with the Plan, including, but not limited to, annual registration fees levied on all registrants under the Plan. Administrator may send out notices under the name of and on behalf of the Plan. The Plan and the Plan Board hereby appoint Administrator to be their true and lawful attorney-in-fact for the following purposes (i) to notify registrants in their name and on their behalf, (ii) to collect, on behalf of participating states and the Plan, accounts receivable resulting from such notification in their name and on their behalf, (iii) to receive payments, on behalf of participating states and the Plan, of accounts receivable including, but not limited to, payments from registrants and all other third party payors; (iv) to receive, on behalf of participating states and the Plan, the cash proceeds of any accounts receivable, (v) to take possession of and endorse, in the name participating states and the Plan (and/or in the name of the Plan Board), any notes, checks, money orders, insurance payments and other instruments received in payment of accounts receivable, and (vi) to initiate legal proceedings, on behalf of the participating states and the Plan, with respect to any amounts owed by, or payment disputes with, any such registrants or other payors.

5.3 Maintenance of Billing Accounting Records by Administrator. Administrator shall maintain accounting records which shall appropriately set forth the charges billed and collected for services rendered pursuant to or in connection with the Plan.

5.4 Administrator to Provide Registrant Billing Information. Administrator shall allow the Plan Board access and use of all registrants billing records, information and databases to the extent maintained by Administrator pursuant to this Services Agreement. Administrator shall require all vendors to promptly complete all registrant records and promptly provide to the Plan such other information as may be necessary for the Plan to bill registrants and third-party payors for services rendered pursuant to or in connection with the Plan.

5.5 Assignment of Revenue. Except as otherwise provided herein, all revenues collected by Administrator directly or indirectly pursuant to the terms of and during the term of this Services Agreement, including any renewal terms, shall be subject to 49 U.S.C. § 14504a. Administrator hereby disclaims its right, title and interest in and to any and all of such revenue, including all amounts payable by registrants and third party payors. Administrator agrees that its sole compensation for the services provided under this Services Agreement shall be the compensation paid by the Plan Board pursuant to Article 10 hereof.

6. OFFICE SPACE AND FACILITIES

6.1 Facilities. Administrator shall be responsible for procuring such office space as is necessary to provide the services bargained for in this Services Agreement. During the term of this Services Agreement, Administrator will not modify, amend, or waive any right or default under any lease agreements, or enter into a new lease, license or other occupancy agreement unless approved, in writing, by the Plan Board. Subject to the other terms hereof, if a lease agreement expires or terminates prior to the termination of this Services Agreement, the Plan Board and Administrator may: (i) agree, in writing, that Administrator will enter into an extension of such lease agreement or a new lease agreement, upon terms approved by the Plan Board in writing, or (ii) agree, in writing, that Administrator will enter into a lease agreement for new space, on terms agreed to by both parties, in writing.

6.2 Lease Agreement Payments. Administrator will pay any rent and additional rent owed by Administrator under any lease agreements that is allocable to periods from and after the Effective Date, provided that the Plan shall not be liable for any amounts owed as a result of a breach or default thereunder by Administrator, or any amounts owed due to the negligence or willful misconduct of Administrator or any of its agents, employees, contractors or representatives.

## 7. PERSONNEL

7.1 Personnel. Administrator shall employ such administrative, technical, professional and support personnel as are determined by Administrator, in consultation with the Plan Board, to be necessary for the operation and administration of the Plan and the performance of the duties of Administrator under this Services Agreement (collectively referred to as "Personnel").

7.2 Hiring New Personnel. Administrator will consult with the Plan Board regarding the need to hire additional Personnel for Administrator. Any reference to Personnel herein shall include additional Personnel employed by Administrator. The approval of the Plan Board will be required for hiring all new Personnel in excess of hires provided for in the Budget.

7.3 Compensation of Personnel. Administrator shall be solely responsible for setting and paying the compensation, benefits, and retirement benefits of Personnel.

7.4 Authority to Discharge Personnel. Administrator shall have the sole right and authority to discharge any Personnel. Administrator shall provide immediate feedback to the Plan Board with respect to any Personnel whom Administrator believes presents a safety or compliance concern or whom Administrator believes to have acted in a disruptive, unethical, unprofessional or inappropriate manner. Administrator may provide feedback to the Plan Board with respect any other Personnel matters on a periodic basis and/or in connection with performance reviews.

7.5 Scheduling of Personnel. Administrator shall determine the work schedules of Personnel, and shall have the sole right to determine and approve overtime, holidays, vacations and time off.

7.6 Supervision of Personnel. All Personnel shall be under the supervision of Administrator, and Administrator shall be responsible for all performance reviews and evaluations of Personnel.

## 8. INSURANCE

8.1 Comprehensive General Liability and Property Insurance. Administrator shall procure and maintain, during the term of this Services Agreement, comprehensive general liability insurance covering its activities under this Services Agreement. The comprehensive general liability insurance shall be in amounts deemed sufficient by the Plan Board to protect against risks and losses associated with Administrator's operations. Administrator will maintain worker's compensation insurance or self-insurance under the worker's compensation laws of the State of \_\_\_\_\_ covering Personnel. Any insurance to be maintained by Administrator under this Services Agreement may be satisfied through self-insurance arrangements maintained by a fiscally sound entity approved by the Plan Board.

8.2 Professional Liability Insurance Covering Administrator. To the extent that Administrator provides professional services such as legal and accounting services, Administrator shall procure and maintain in full force and effect, during the term of this Services Agreement and for a period

of three (3) years subsequent to expiration or termination of this Services Agreement, professional liability insurance with an insurer mutually acceptable to Administrator and the Plan Board covering Administrator and its employees. All premiums, costs and deductibles associated with such professional liability insurance shall be borne by and paid by Administrator through the Budget.

8.3 Proof of Insurance. Upon request by the Plan Board, Administrator shall furnish the Plan Board with copies of certificates of insurance on all policies required under this Article (or evidence of self-insurance) as evidence of the insurance coverage to be procured pursuant to this Services Agreement. This evidence shall also specifically include evidence of “tail” or other coverage for acts and omissions occurring prior to the Effective Date. The insurance coverage required under this Services Agreement shall not be cancelled, modified, reduced, or otherwise materially changed, except upon thirty (30) days’ prior written notice to the Plan Board.

## 9. INDEMNIFICATION

9.1 Indemnification by the Plan Board. The Plan Board shall indemnify, defend, and hold Administrator harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses resulting from any negligent or willful act or omission of the Plan Board. The indemnification provisions of this Section are intended to be in addition to any common law rights to contribution existing under the law of \_\_\_\_\_ which one party may have against the other.

9.2 Indemnification by Administrator. Administrator shall indemnify, defend, and hold the Plan Board harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses resulting from any negligent or willful act or omission of the Plan Board. The indemnification provisions of this Section are intended to be in addition to any common law rights to contribution existing under the law of \_\_\_\_\_ which one party may have against the other.

## 10. COMPENSATION AND FINANCIAL TERMS

Administrator shall receive no compensation for providing services under this Services Agreement but, pursuant to Article 11 herein, the Plan shall provide Administrator with funds sufficient to provide the administrative and operational functions and services provided by Administrator pursuant to this Services Agreement. Funds received by Administrator beyond what is necessary to fund current expenses incurred on behalf of the Plan shall be retained for use in funding future operating expenses of Administrator or for other such purposes as are approved by the Plan Board.

## 11. BUDGET

Administrator will prepare an annual operating budget for the Plan for each fiscal year or partial fiscal year during the term of this Services Agreement (the “Budget”). Each year the Budget will be submitted to the Plan Board for review and approval. The Plan Board will approve the proposed Budget, as modified by action of the Plan Board, within sixty (60) days of the date the proposed budget is submitted. If the Plan Board fails to approve a Budget, as modified by action of the Plan Board, within such sixty (60) day period, Administrator shall operate at the level of the Budget established for the prior fiscal year.

## 12. RELATIONSHIP OF PARTIES

Notwithstanding Article 3 herein, the Plan and Administrator are independent contractors, and shall not be deemed to be joint venturers, partners, employees or agents of each other (except with respect to an agency set forth in Articles 2 and 4 herein). Neither party shall have any

authority to bind the other without the other party's express written consent, except as otherwise specifically provided for in this Services Agreement. In addition, no Personnel shall be considered an employee or agent of the Plan, of the United States Department of Transportation or of any of the States participating in the UCR agreement. Administrator and the Plan understand and agree that: (i) Personnel will not be treated by the Plan as employees for federal income tax purposes; (ii) the Plan will not withhold on behalf of Administrator or any Personnel pursuant to this Services Agreement any sums for income tax, unemployment insurance, social security, retirement benefits, or any other withholding pursuant to any law or requirement of any governmental body or make available to any Personnel any of the benefits afforded to employees of the Plan; and (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of Administrator. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Administrator or any Personnel, both the Plan and Administrator shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

### 13. NO ASSUMPTION OF LIABILITIES

Subject to the obligations of the Plan under this Services Agreement, the Plan does not and will not assume or agree to pay, perform or discharge any liability or obligation of Administrator. Without limiting the generality of the foregoing, the Plan specifically does not assume any liability or obligation arising out of any of the following: (a) any indebtedness or capital lease obligation of Administrator; or (b) any liability or obligation of Administrator to its employees, including, but not limited to wages, benefits, pension contributions, severance pay, accrued vacation, holiday or sick pay liability.

### 14. RECORDS AND CONFIDENTIALITY

14.1 Maintenance and Access to Records During Agreement. For the benefit of the Plan and the Plan Board, Administrator shall be responsible for, supervise and maintain custody of all files and records relating to the operation and administration of the Plan, including but not limited to accounting and business records, billing and collection records, personnel records, and registrant records ("Records"). Both Administrator and the Plan Board shall have access to such Records as are necessary to perform their respective duties under this Services Agreement. The Plan shall own all Records generated from the Effective Date through the term of this Services Agreement. The management of all Records shall comply with applicable state and federal law.

14.2 Records Retention. Administrator shall maintain the Records during the entire term of this Services Agreement, including any extensions thereof. In the event of the termination of this Services Agreement for any reason, Administrator shall follow the Record return provisions of Article 16 herein.

14.3 Confidentiality of Records. Administrator and the Plan Board shall hold all information relating to carrier records in the strictest confidence. Administrator and the Plan Board shall comply with all applicable laws, regulations, and ethical principles concerning confidentiality of all carrier records.

#### 14.4 Preservation of Trade Secrets and of Confidential Information.

14.4.1 By Administrator. Administrator expressly acknowledges that during the term of this Services Agreement, Administrator and its employees, contractors, and agents may have access to trade secrets, proprietary information, and confidential information of the Plan

and the Plan Board, which shall include the following: the terms of this Services Agreement, the terms of other agreements to which the Plan is a party, the Plan's strategic and business plans, lists of the Plan's registrants, and data on the Plan's suppliers. Administrator expressly agrees that all such information shall be and shall remain the property of the Plan. Administrator further agrees that both during and after the term of this Services Agreement, Administrator and its employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Services Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Services Agreement, in connection with litigation arising out of this Services Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Services Agreement.

14.4.2 By the Plan. The Plan expressly acknowledges that during the term of this Services Agreement, the Plan and its affiliates, employees, contractors, and agents may have access to trade secrets, proprietary information, and confidential information of Administrator, which shall include the following: financial information of Administrator, data on Administrator's suppliers and referral sources, and the terms of other agreements to which Administrator is a party. The Plan expressly agrees that all such information shall be and shall remain the property of Administrator. The Plan further agrees that both during and after the term of this Services Agreement, the Plan and its affiliates, employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Services Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Services Agreement, in connection with litigation arising out of this Services Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Services Agreement.

14.4.3 Equitable Relief. The parties agree that the remedy at law will be inadequate for any breach of the covenants not to disclose, use, or benefit from said trade secrets, proprietary information, and/or confidential information as set forth in this Section 14.3. The parties further agree that each party shall be entitled to an injunction both preliminary and final, and any other appropriate equitable relief to enforce its rights under the terms of said covenants. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies which a party may have.

## 15. TERM AND TERMINATION

15.1 Term. The term of this Services Agreement shall commence on April 1, 2016 ("Effective Date") and expire five (5) years thereafter on March 31, 2021, unless earlier terminated as provided herein.

15.2 Renewal. The term of this Services Agreement may be extended by the Plan Board with the consent of Administrator for successive one (1) year terms.

15.3 Termination Without Cause. Either party may terminate this Services Agreement without cause upon three hundred sixty five (365) days prior written notice to the other party; provided that, notwithstanding the foregoing, no termination hereunder may be effective prior to September 30, 2017.

15.4 Termination Upon Insolvency. If Administrator applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency law, or if an order, judgment, or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such party to be bankrupt or insolvent, or approving a petition seeking reorganization of Administrator or appointing a receiver, trustee, or liquidator of such party or of all or a substantial part of its assets, and such order, judgment, or decree shall continue in effect and unstayed for a period of thirty (30) consecutive days, then the Plan may terminate this Services Agreement upon ten (10) days prior written notice to Administrator.

15.5 Termination or Amendment as a Result of Government Action. This Services Agreement shall be construed to be in accordance with all applicable federal and state laws and regulations including the provisions of 49 U.S.C. 14504a and any laws and regulations that govern the tax-exempt status of Administrator. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decision, that has any material effect on any term of this Services Agreement that adversely affects one or both of the parties, or in the event that counsel to one party determines that any term of this Services Agreement, including without limitation the compensation payable to Administrator hereunder, poses a significant risk of violating any such laws, then the applicable term(s) of this Services Agreement shall be subject to renegotiation and either party may request renegotiation of the affected term or terms of this Services Agreement, upon written notice to the other party, to remedy such condition. In the interim, the parties shall perform their obligations hereunder in full compliance with applicable law. The parties expressly recognize that upon request for renegotiation, each party has a duty and obligation to the other to renegotiate the affected term(s) in good faith and, further, the parties expressly agree that their consent to proposals submitted by the other party during renegotiation efforts shall not be unreasonably withheld. Should the parties be unable to renegotiate the terms so affected so as to bring them into compliance within ninety (90) days of the date on which notice of a desired renegotiation is given, then either party shall be entitled, after the expiration of said ninety (90) period, to terminate this Services Agreement immediately upon written notice to the other party.

15.6 Termination Upon Breach. Either the Plan or Administrator may elect to terminate this Services Agreement in the event that the other party is in material breach of this Services Agreement and such breach is not cured or remedied within thirty (30) days after delivery of written notice to the breaching party specifying the breach, unless the nature of the breach is such that more than thirty (30) days are required for its cure and remedy, then ninety (90) days after delivery of written notice to the breaching party specifying the breach, but only if the breaching party commences such cure within the initial thirty (30) day period and thereafter diligently prosecutes such cure to completion within the remaining sixty (60) day period.

15.7 Termination Upon Benefit Determination. The Plan may elect to terminate this Services Agreement upon reasonable notice in the event any determination is made that Personnel are entitled to participate in any benefit plan maintained by the Plan or an affiliate as a result of this Services Agreement, or any finding by any court or governmental agency that Personnel are employees of the Plan or are entitled to unemployment benefits or other employment-related benefits or protections.

## 16. EFFECT OF TERMINATION

16.1 Effect of Expiration or Earlier Termination. Upon the expiration or earlier termination of this Services Agreement, neither party shall have any further obligations hereunder except

for (i) obligations accruing prior to the date of expiration or termination and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Services Agreement, which will include without limitation the terms of Article 3, Article 5, Article 8, Article 9, Article 14 and this Article 16.

16.2 Transition of Leases Held By Administrator at Termination. Upon the expiration or termination of this Services Agreement, the Plan shall be solely responsible for the payment and performance of any leases to which Administrator is a party.

16.3 Purchase of Plan Assets Held by the Plan at Termination. Upon the expiration or termination of this Services Agreement for any reason, The Plan Board shall purchase and assume from Administrator in accordance with this Section 16.3 any assets, leases and contracts held by Administrator and used exclusively in connection with the Plan (collectively, the "Plan Assets") if requested by Administrator. The purchase price for the Plan Assets shall be equal to the current fair market value of such Plan Assets as determined by an appraisal of the Plan Assets by an independent third party appraiser jointly selected by the Plan Board and Administrator utilizing a methodology acceptable to the Internal Revenue Service for appraising a business to be bought or sold by a tax-exempt entity, and assuming a willing buyer and a willing seller, neither under a compulsion to buy or sell. The purchase price for the Plan Assets shall be paid by the Plan Board to the Administrator in cash within thirty (30) days of the date that the appraiser notifies the parties of the amount of the appraisal. Simultaneously with the payment of such purchase price, Administrator shall sell and assign the Plan Assets to the Plan Board, and the Plan Board shall purchase and assume such Plan Assets, pursuant to such sale and assignment documents as may be agreed to by the parties acting reasonably and in good faith. The cost of the appraisal shall be borne by the Plan Board. If the Plan Assets include contractual obligations to be assumed by the Plan Board, then the Plan Board shall assume such contractual obligations on the same terms and same conditions as the Plan is subject to (subject to the right of the lessor to refuse such assignment). In no event shall the Plan Assets include any of the following: (a) any cash or accounts receivable, which the parties agree will be transferred to the Plan Board, or (b) any asset, item, property, contract or lease determined by Administrator to be necessary for its continued operation.

16.4 Return of Proprietary Property. Upon the expiration or earlier termination of this Services Agreement, Administrator shall immediately discontinue the use of and shall promptly return and/or restore to the Plan all originals and copies in Administrator's possession of all of the Plan's proprietary property. Upon the expiration or earlier termination of this Services Agreement, the Plan shall immediately discontinue the use of and shall promptly return and/or restore to Administrator all originals and copies in the Plan's possession of all of Administrator's proprietary property. The terms of this Section shall not apply to any property that the other party is expressly permitted to retain under other provisions of this Services Agreement.

16.5 Return of Business Records. Upon the expiration or earlier termination of this Services Agreement, each party shall return to the other party any and all books and records relating exclusively to the business and activities of the other party. The returning party may, at its option, be entitled to retain electronic or paper copies of any records related to services performed under this Services Agreement, including billing, financial and accounting records. The terms of this Section shall not apply to any records that the other party is expressly permitted to retain under other provisions of this Services Agreement.

16.6 Carrier Records. Upon the expiration or earlier termination of this Services Agreement, the Plan shall retain ownership and custody of all of Administrator's carrier records. Administrator shall provide the Plan with copies of all records in its possession and then destroy the records.

16.7 Accounts Receivable. All accounts receivable and unbilled charges for services rendered through the date of termination or expiration of this Services Agreement, and copies of all records related to those accounts and unbilled charges, shall remain the exclusive property of the Plan, and the Plan may continue to bill and collect such amounts following such termination or expiration. Administrator shall promptly provide the Plan with any information requested by the Plan that is needed to bill and collect such services.

## 17. GENERAL PROVISIONS

17.1 Entire Agreement; Amendment. This Services Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Services Agreement. No supplement, amendment or modification of this Services Agreement shall be binding unless executed in writing by both parties.

17.2 No Waiver. No waiver of any of the provisions of this Services Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The failure to exercise any right shall not operate as a waiver of such right.

17.3 Subject Headings. The subject headings of the Articles, Sections, and Subsections of this Services Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Services Agreement.

17.4 Parties. Nothing in this Services Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the parties to it and their respective successors and assigns; nor is anything in this Services Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Services Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Services Agreement.

17.5 Binding Agreement; No Assignment. This Services Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Services Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

17.6 Counterparts. This Services Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.7 Severability. In the event any provision of this Services Agreement is rendered invalid or unenforceable by any applicable statute or ordinance or by any regulation duly promulgated or is made or declared unenforceable by any court of competent jurisdiction, the remainder of this Services Agreement shall, subject to the following, remain in full force and effect. If such action, however, has the effect of materially altering the obligations of either party in such manner as, in the judgment of the party affected will cause material financial hardship to such party, the party so affected shall have the rights contained in Section 15.5 to require renegotiation of this Services Agreement and to terminate this Services Agreement if renegotiation is unsuccessful.

17.8 Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Services Agreement may be brought against either of the parties only in a United States District Court in the State of \_\_\_\_\_, and each of the parties consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

17.9 Notices. All notices, requests, demands or other communications under this Services Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, when received by the addressee, if sent by a nationally-recognized overnight delivery service, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To the Plan: Unified Carrier Registration Plan  
Attn: ???  
Number Street  
City, State Zip

With a copy to: Unified Carrier Registration Plan  
Attn: Scott Morris  
Number Street  
City, State Zip

To Administrator: Unified Carrier Registration Plan, Inc.  
Number Street  
City, State Zip  
Attn: Dave Lazarides

With a copy to: Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, AL 35203  
Attn: Alex B. Leath, Esq.

Each party may change its address indicated above by giving the other party written notice of the new address in the manner set forth above.

17.10 Governing Law. This Services Agreement shall be governed by, construed and enforced in accordance with the laws of the State of \_\_\_\_\_, except where governed by the provisions of 49 U.S.C. 14504a and other applicable federal laws.

17.11 Force Majeure. No party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is caused by a terrorist attack, war, strike, fire, explosion, sabotage, accident, casualty, or any other cause beyond the reasonable control of the party that causes such failure, inability or delay, and commercially reasonable efforts are used in curing such cause and in resuming performance.

17.12 Compliance with Applicable Law. In performing this Services Agreement, both parties shall comply at all times with all applicable federal, state and local laws and regulations.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have duly executed this Professional Services Agreement effective as of the Effective Date.

Unified Carrier Registration Plan

Unified Carrier Registration Plan, Inc.

By: \_\_\_\_\_  
Name  
Title  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_