

Insurance Company Participation Agreement Instructions

The following National Online Registries, LLC (NOR) Motor Carrier Information Exchange Program Insurance Company Participation Agreement will be completed before MCInfo account set-up is initiated.

These instructions are designed to assist in the completion of the agreement to avoid delays in your set up.

____ **Section A: Parties to and Purpose of this Agreement**

Fill in the Insurer name [Insurer]

____ **Section V. Notices**

In the section called, “To Insurer” please list your agency name, mailing address, and an email address.

Insurer Name
Attn: person, department name
Address
City, State, Zip
email

If this section is not completed properly it will delay your setup.

____ **Section W: Assignment and Succession**

Be sure to input the current date.

Under [INSURER] fill in:
By: this is the signature of signing authority for agency
Title: title of person signing

The section under NATIONAL ONLINE REGISTRIES LLC will be signed by the authorizing signatory when it’s received by NOR. A final copy of the signed agreement will be emailed to your agency.

____ **EXHIBIT B: Company Contact Information**

Provide the primary contact’s information. This individual will be the Agency Administrator.

____ **EXHIBIT C**

Provide the name(s) of the insurance carriers for which you are filing.

EXHIBIT D:

Alabama requires this form to be filled out if you will be filing electronically with this state.

EXHIBIT E:

Illinois requires this form to be filled out if you will be filing electronically with this state.

After all forms are filled out, fax or email it to NOR at 703-841-6370 or mcinfo@egov.com

***This instruction page is not part of the actual contract; it is for your convenience and assistance in filling out the contract accurately.**

NATIONAL ONLINE REGISTRIES, LLC
MOTOR CARRIER INFORMATION EXCHANGE PROGRAM
INSURANCE COMPANY PARTICIPATION AGREEMENT

A. Parties to and Purpose of this Agreement.

This Insurance Company Participation Agreement ("Agreement") is between National Online Registries, LLC ("NOR"), a Colorado limited liability company and wholly owned subsidiary of NICUSA, Inc. ("NICUSA"), and _____ ("Insurer").

Whereas, NOR and NICUSA have extensive experience in facilitating electronic commerce solutions for state governments and their customers; and

Whereas, the National Conference of State Transportation Specialists ("NCSTS") has appointed an electronic filing task force that has endorsed NOR's electronic Motor Carrier Information Exchange Program ("Program") which unites multiple insurance companies and states under a single filing process; and

Whereas, NOR, with the endorsement of the NCSTS, has developed and is facilitating, maintaining, and managing a central repository of motor carrier insurance information ("Repository"), the function of which is to receive and distribute insurance certificate filings using the internet; and

Whereas, Insurer wishes to use NOR's Repository to file insurance information with state agencies; and

Whereas, NOR has entered into State Participation Agreements with the states listed on Exhibit A attached hereto and incorporated herein ("States"), said exhibit to be periodically updated as additional States subscribe to the Program;

Therefore, Insurer and NOR agree to participate in the Program under the terms and conditions outlined in this Agreement.

B. Duties and Responsibilities of NOR.

Subject to the terms and conditions of this Agreement, NOR agrees to provide the following services to Insurer in the Program:

1. Manage the Repository and make it accessible to Insurer via the internet for searching, viewing, submitting and retrieving data and interacting with information contained in the Repository.
2. Employ security and internal control procedures for the Repository that meet with

generally accepted and reasonably prudent standards, and notify Insurer, in a timely manner, of any scheduled Program down time.

3. Act as a conduit to transmit motor carrier insurance filings with the States and the Federal Motor Carrier Safety Administration (“FMCSA”) using the information provided by Insurer.
4. Seek to increase State participation in the Program. Participating States are listed on Exhibit A.
5. Provide customization of Program to Insurer, as Insurer may reasonably request and is subsequently accepted by NOR, in its sole discretion. Customizations may be subject to additional fees.
6. Maintain records documenting the usage of and access to the Repository.
7. Report to Insurer the participating State’s approval or rejection of filing(s) within a timely manner.
8. Provide, operate, maintain and manage all data and software for the Repository. Program upgrades shall be made periodically during the term of this Agreement, at the expense of NOR. NOR shall keep Program downtime to a minimum during upgrades. Program will include appropriate security, backups, offsite data retention, and business continuity so that Program data is protected from failures and interruptions.
9. Perform any other general services as may be agreed upon by both parties in writing.

C. Duties and Responsibilities of Insurer.

Insurer agrees to:

1. Use NOR guidelines to format insurance data and provide insurance data to Repository on a timely basis.
2. Access and use the Repository to file motor carrier insurance forms with the participating States.
3. Limit access to the Repository to only Insurer's employees or other persons authorized by Insurer.
4. Notify NOR when Insurer has a need to change user names, including when a person previously authorized by Insurer is no longer authorized.
5. Provide NOR with name(s), email(s), and phone number(s) of Insurer’s technical contact(s).
6. Reasonably assist NOR with the evaluation of the services and performance of the Repository, and recommend and assist in the evaluation of improvements to the

Repository.

7. Ensure that all information provided to the Repository is accurate and complies with all applicable state and federal laws or regulations.
8. If the signee is a Managing General Agent or otherwise authorized representative of an insurance company, the signee is certifying by his action in submitting filings online through the Repository that he represents the insurance underwriting company he has named in the filing and that the signee has the authority to bind that particular company in accordance with the content of the filing the signee has made with respect to the insured indicated on that filing.
9. Immediately notify NOR of any errors with the insurance data supplied by Insurer to the Repository.

D. Service Delivery Timing.

1. NOR agrees to perform the services listed under Section B of this Agreement in a timely manner. This performance, however, is contingent upon the timely receipt of accurate data from the States, the FMCSA, and Insurer. NOR shall have no liability to Insurer if Insurer, the FMCSA, or the States do not furnish, on a timely and accurate basis, all the information necessary to keep current the Repository or make the requisite filings with the States and the FMCSA.
2. When Insurer transmits a filing to the Repository, NOR shall promptly notify the appropriate State(s) of the filing.
3. The acceptance date of a filing corresponds to the date when a State accepted the filing. NOR will notify Insurer when a State accepts or rejects a filing. Insurer may access the Repository at any time to view the status of any filing made by Insurer.
4. Paper forms may be generated through the Program for non-participating States. Insurer is responsible for the submission of paper filings to State. NOR is not responsible for communicating the State's acceptance or rejection of a paper filing.
5. THE PARTIES HERETO AGREE THAT ALL INFORMATION AND FILINGS TRANSMITTED TO THE STATES VIA THE REPOSITORY WILL BE DEEMED ACCEPTED OR REJECTED WHEN EACH STATE HAS TRANSMITTED BACK TO THE REPOSITORY ITS OFFICIAL ACCEPTANCE OR REJECTION OF THE FILING.

E. Disclaimer of Service and Responsibilities by NOR.

NOR will only provide services and assume responsibilities relating to Insurer as set forth in this Agreement. NOR specifically, without limitation:

1. Has no responsibility to verify that the insurance information supplied by Insurer to the

Repository is accurate.

2. Is not liable for any loss to Insurer or its insureds for the refusal or failure of any State or the FMCSA to accept, approve or act on any of the filings made by Insurer.
3. Is not responsible for any loss incurred due to the inaccuracy, incompleteness, or lack of timeliness of information received from Insurer.
4. Is not responsible to ascertain the fitness nor compatibility of a State's or the FMCSA's computer system with the Repository.
5. Is not responsible for, or liable for any losses resulting from, the improper execution of, or any changes to, the internal procedures of Insurer, any State, or the FMCSA.
6. Is not responsible for any direct or consequential losses or damages of any nature whatsoever arising from any failure of the Repository, including, but not limited to, any interruption of service or loss of data.

F. Fees.

1. Insurer shall pay NOR a fee of \$5.50 per each filing to each State that is submitted electronically to the Repository and/or for each paper form generated through the Program. This fee may be adjusted from time to time by NOR upon thirty (30) days' notice to Insurer. This fee includes payment for all expenditures of NOR for services defined in the Agreement, including but not limited to NOR's administration, computer systems (including software), legal, personnel, and other direct and indirect expenses.
2. NOR may charge additional administrative fees, including non-sufficient fund fees, and sales, use and excise taxes, with respect to certain services. NOR may charge additional fees for additional services provided by NOR upon thirty (30) days' notice to Insurer.
3. Insurer shall pay NOR for all fees invoiced no later than thirty (30) days from the date of NOR's invoice. NOR shall distribute monthly invoices to Insurer at the mailing or email address set forth in Section V.
4. Insurer shall pay a delinquency charge of 1.5% per month for amounts past due, or the amount required by law, if less.

G. Termination of this Agreement.

1. Insurer or NOR may terminate Agreement at any time by providing written notice to the other party in accordance with the Notices section of this Agreement. Insurer will be responsible for payment of any outstanding invoices for NOR services rendered prior to receipt of the termination notice.

H. Relationships.

1. Insurer acknowledges that NOR is acting as a conduit for filing the insurance information and filings, supplied to the Repository by Insurer, with the States. NOR's authority shall be limited to that which is expressly stated in this Agreement, and nothing in this Agreement will be construed as creating any other relationship between the parties. The parties agree that neither party assumes any liability, agrees to pay any amount, or undertakes performance of any task or obligation not expressly set forth herein.
2. Nothing contained in the Agreement shall be deemed or construed to constitute an agreement on the part of NOR to assume responsibilities of Insurer with respect to any obligations owed by Insurer to any third party or to confer any benefit upon any other person or entity other than the parties hereto.
3. NOR shall not be deemed a partner, joint venturer, agent, independent contractor, or fiduciary of Insurer.

I. Representations and Warranties of NOR.

NOR hereby represents and warrants to Insurer that:

1. NOR is a limited liability company duly organized, validly existing and in good standing under the laws of Colorado with full power and authority (corporate or otherwise) to consummate the transactions contemplated by this Agreement. It is qualified or has applied to do business as a foreign corporation in each State listed in Exhibit A hereto.
2. The execution, delivery, and performance of this Agreement have each been duly and validly authorized by NOR and, when executed and delivered, this Agreement will be a valid and binding obligation of NOR enforceable against NOR in accordance with its terms.
3. The execution, delivery and performance of this Agreement and other documents contemplated hereby by NOR does not, and the consummation of the transactions contemplated hereby will not violate the provision of the Articles of Organization or Operating Agreement of NOR.

J. Representations and Warranties of Insurer.

Insurer hereby represents and warrants to NOR that:

1. Insurer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority (corporate or otherwise) to consummate the transactions contemplated by the Agreement. Insurer is qualified to do business as a foreign corporation in all States to whom they submit filings.
2. The execution, delivery, and performance of the Agreement, and all other documents contemplated by this Agreement by or on behalf of Insurer, have each been duly and validly

authorized by Insurer, and, when executed and delivered, the Agreement and such other documents executed by Insurer will be valid and binding obligations of Insurer enforceable against Insurer in accordance with its respective terms. The execution, delivery, and performance of this Agreement and other documents contemplated hereby by Insurer does not, and the consummation of the transactions contemplated hereby will not, violate the corporate documents of Insurer or any material provision of any material mortgage, lien, lease, agreement, contract, instrument, order, arbitration award, judgment or decree to which Insurer is a party or by which Insurer is bound, or to which any property of Insurer is subject.

3. Insurer is duly authorized and empowered to act on behalf of the motor carriers for whom it submits filings to the Repository.

K. Standard of Performance.

NOR represents to Insurer that it is well qualified and experienced in the field of digital information processing and NOR will perform its obligations hereunder in a proper and timely manner and in good faith.

L. Reliance on Insurer Data and Direction.

1. NOR will use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but NOR cannot warrant the correctness of data supplied by Insurer, the States, or the FMCSA, nor can NOR be responsible for inaccurate data or data not provided in a timely manner.

2. When Insurer provides information to NOR for inclusion in the Repository, NOR shall be fully protected in relying upon the accuracy and completeness of information provided. NOR shall have no responsibility to ascertain the accuracy or compliance with the terms of any other agreement or applicable law of the information.

M. Interruption of Service/Loss of Data.

1. NOR shall use reasonable efforts to ensure that services provided under this Agreement continue without interruption during business hours. NOR shall not be responsible for delays in performance caused by acts of God, governmental authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, computer down-time, telephone system outages, call demand in excess of telephone system capacity and any other event outside the reasonable control and without the fault or negligence of NOR (each a "Force Majeure Event"). It is acknowledged that such events may cause delays in information transfer between Insurer, NOR, the States or the FMCSA, thus impairing any such party's ability to fulfill the services on a normal schedule. In the case of a Force Majeure Event, NOR's sole responsibility is to use its reasonable efforts to resume services on a normal basis as soon as possible and is not liable for any losses associated with such Force Majeure Event.

2. In case of errors or loss of data caused by a Force Majeure Event, NOR's sole obligation

will be at its own expense to use its reasonable efforts to reconstruct any records of Insurer maintained by NOR and to amend any reports prepared by it which have been affected by such event. Under the circumstances described in the preceding sentence, Insurer will provide duplicate data where available, and as needed, to assist NOR in the reconstruction of such records.

N. Disclaimer of Warranty and Limitation of Liability.

1. NOR'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER OBLIGATIONS EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. IN NO EVENT SHALL NOR BE LIABLE TO INSURER OR ANY PARTY FOR ANY ECONOMIC LOSS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL NOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY INSURER TO NOR IN THE PREVIOUS 12-MONTH PERIOD.

O. Severability.

If any provision of this Agreement is found to be invalid or unenforceable, the provision(s) in question shall not affect the validity or enforceability of any other provision(s) of the Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable provision(s) eliminated.

P. Amendment.

This Agreement, and any attachments thereto, represents the entire agreement between the parties with respect to the provision of the services described herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement consists of this multi-page form, exhibits A, B, C, D, and E, and other notices from NOR that say "This Is A Part Of The Agreement Between The Parties" which may be provided from time to time to Insurer unilaterally by NOR and which may periodically adjust the fees set forth in Section F.1 or other terms of this Agreement. Other than such notices, this Agreement shall not be subject to modification, except as agreed upon in writing by both parties. However, if this Agreement or any portion of the Agreement is found to be in violation of state or federal law, the parties agree to amend this Agreement to conform to such law, unless such amendment would change the terms of this Agreement to impose new and/or different rights and responsibilities on the parties. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Q. Indemnification.

Insurer agrees to indemnify, defend, and hold harmless NOR, its officers, agents, and employees of and from any and all liability, loss, damage, judgments, punitive damages, penalties and costs, including expenses and reasonable attorneys' fees, which result from (a) any intentional or negligent act, error or omission committed by Insurer in the performance of its obligations under this Agreement, (b) any inaccurate, incomplete or outdated information supplied to the Repository by Insurer; (c) the alteration of information supplied by Insurer after NOR has transmitted such information to the States or the FMCSA; and (d) any act of NOR or that of any officer or employee of NOR which is performed in good faith pursuant to Insurer's request.

This Section Q shall survive the amendment or termination of this Agreement.

R. Arbitration.

1. Any material differences, claims or matters in dispute arising between the parties hereto out of the Agreement or connected herewith, except for claims seeking specific performance or other equitable relief, shall first be submitted for negotiation between Insurer and NOR. If a settlement cannot be reached within sixty (60) days following written notice by the complaining party to the other as to the nature of its complaint, and the specific facts and circumstances giving rise to its complaint, the differences, claims or matters in dispute shall be submitted to binding arbitration by an arbitrator mutually agreed upon by the parties. In the event of failure to agree upon a single arbitrator, one arbitrator shall be selected by each party and the two arbitrators selected by the parties shall appoint a third arbitrator. The decision of the majority of the three arbitrators on such matters shall be final and conclusive. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, or a similar set of rules as may otherwise be chosen by the arbitrator(s).

2. Any award therein shall be final and binding upon parties, and judgment may be entered thereon in any court having jurisdiction over this matter. Neither party may commence arbitration proceeding unless the amount in controversy is at least \$10,000. Arbitration shall be conducted in Denver, Colorado

S. Governing Law.

To the extent not preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

T. Information and Records.

1. All information contained in the Repository shall be considered public information. NOR shall own the format of all records contained in the Repository and all working papers and records prepared for NOR by Insurer. The information, data, and records contained in the Repository shall not be considered records of Insurer. NOR may provide access to and/or disseminate information from the Repository to entities it deems appropriate. Any forms,

procedures, software, worksheets, checklists and other processes developed by NOR to perform the services required under this Agreement are the property of NOR and not considered the records of Insurer. Upon termination of this Agreement and payment of any outstanding fees, NOR will provide copies of Insurer records upon written request. NOR reserves the right to pre-bill for preparation of any copies requested.

2. Any confidential information, including but not limited to general business data, business information, technical information, legal information, specifications, forms, computer programs and documentation, whether furnished in written, oral, or electronic form, or otherwise ("Confidential Information"), owned and furnished by either party ("Furnishing Party") to the other party hereunder or in contemplation hereof shall remain the property of the Furnishing Party. All copies of such Confidential Information in written, graphic, or other tangible form, including computer systems discs and tapes, shall be returned to the Furnishing Party upon request at any time. Unless such Confidential Information is supplied free of any obligation of confidentiality, or has been or subsequently enters the public domain (without fault of the party to which it is furnished), the Confidential Information shall be kept confidential by the party to which furnished and shall be used only to fulfill the purposes of the Agreement or such terms as may be agreed upon in writing by the Furnishing Party. NOR shall take all reasonable and necessary precautions to prevent the disclosure of any Confidential Information.

3. Notwithstanding the foregoing, if any law or legal process requires disclosure of Confidential Information, and in NOR's opinion NOR is required to disclose any Confidential Information or stand liable for contempt or other penalty imposed under law or in a legal proceeding, upon notification to Insurer, NOR may make such disclosures without liability.

U. Notices.

For purposes of this Agreement, notices and all other written communications provided for in this Agreement (pertaining to Agreement issues and not to routine filings or other business, which should be done electronically) shall be in writing and shall be deemed to have been duly given upon delivery by United States registered mail, return receipt requested, postage pre-paid, or by nationally known courier service, as follows:

To Insurer:
[Enter your contact information here]

To NOR:

National Online Registries, LLC
4601 N. Fairfax Drive
Suite 1010
Arlington, VA 22203

With a copy to:

NICUSA, Inc.
Attn: General Counsel
25501 West Valley Parkway
Suite 300
Olathe, KS 66061

or such other address as either party may furnish to the other in writing, except that notices of change of address shall be effective only upon receipt.

V. Assignment and Succession.

This Agreement may not be assigned, in whole or in part, by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of NOR and Insurer.

IN WITNESS WHEREOF, the parties executed this Agreement on the ___ day
of _____, 20__.

[INSURER]

NATIONAL ONLINE REGISTRIES, LLC.

By: _____

By: _____

Title: _____

Authorized Officer
National Online Registries, LLC

EXHIBIT A

States Currently Participating in the Motor Carrier Information Exchange Program

Alabama
California
Georgia
Idaho
Illinois
Indiana
Kansas
Kentucky
Louisiana
Maine
Massachusetts
Michigan
Minnesota
Mississippi
Nebraska
New Mexico
New York
Oklahoma
Oregon
Pennsylvania
South Carolina

EXHIBIT B

COMPANY CONTACT INFORMATION

Name

Address

Phone

Fax

Main Contact

Main Contact Email Address

Password Administrator Contact

(The person receiving Insurance Agent Login/Password information upon activation.)

Password Administrator Email Address

People Submitting Filings	E-Mail Address

EXHIBIT C
LIST BELOW INSURANCE CARRIERS YOU ARE FILING ON BEHALF OF:
(Please expand these exhibit pages based on the number of carriers)

Company Name:
Attn:
Address:
Customer Service Phone # to Print out on Forms:
Fax:

Company Name:
Attn:
Address:
Customer Service Phone # to Print out on Forms:
Fax:

Company Name:
Attn:
Address:
Customer Service Phone # to Print out on Forms:
Fax:

EXHIBIT D
Agreement for Electronic Filing of Insurance Forms

To: Alabama Public Service Commission Here in after called State Authority

From: _____
Name of Company

Address of Company

Whereas, the State Authority has decided to accept electronic filings of insurance forms;
and

Whereas, the company desires to submit electronic filings of insurance forms; and

Whereas, the company agrees that it realizes benefits from submitting electronic filings of insurance forms and that said filings will have the same force and effect as the paper form it replaces when the paper form is duly executed by an authorized representative of the company.

Therefore, the company hereby agrees that all motor carrier insurance filings transmitted to the State Authority by National Online Registries, LLC ("NOR") pursuant to the "State Participation Agreement," entered into between the State Authority and NOR, and which motor carrier insurance filings reasonably appear to have been submitted by us or on our behalf, are binding on us and have the same force and effect as if we had filed those motor carrier insurance filings directly with the State Authority.

Furthermore, the company agrees that this agreement may be cancelled only after a 90 day written notice of cancellation has been received by the State Authority.

Signed at:

This _____ day of _____, 20 ____ .

Authorized Company Representative

Title

Address:
Alabama Public Service Commission
P.O. Box 304260
100 North Union Street
RSA Union, Suite 850
Montgomery, AL 36130
(334) 242-5218 www.psc.state.al.us

EXHIBIT E

Authorization for Acceptance of Electronically Filed Insurance Forms

To: Illinois Commerce Commission

From: _____
Name of Company

Address of Company

The undersigned insurance company agrees that all motor carrier insurance filings transmitted to the Illinois Commerce Commission by National Online Registries, LLC (“NOR”) on our behalf are binding on us and have the same force and effect as if we had made those motor carrier insurance filings directly with the Illinois Commerce Commission.

Furthermore, we agree that this authorization may be cancelled only after a 90 day written notice of cancellation has been received by the Illinois Commerce Commission.

Signed at:

This _____ day of _____, 20 ____ .

Authorized Company Representative

Title

Completed forms are sent to:

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

(Complete for every company for whom you wish to submit filings.)