



INTERNATIONAL ROAD DYNAMICS CORP.
INTELLIGENT TRANSPORTATION SYSTEMS



Eric Hooks
2402 Spring Ridge Drive, Suite E
Spring Grove, Illinois 60081
Toll Free 1-866-903-0333

Enclosed you will find a Service Agreement and payment form for NCPass. The basic cost of the program is \$70 per year, per truck, and there are discounts available for multi-year enrollments and for fleets.

I will need the following information to get the process started:

1. Signed service agreement
 - a. (Signed by the company also, if applicable)
2. Copy of each tractor's registration and IRP
3. Unit number
4. USDOT number
5. Photo of the right side of each tractor
6. Completed payment form or check

Make any checks payable to: "International Road Dynamics" for the total or fill in the credit card information.

Once you have accumulated the necessary information you can drop it all in the mail to me at the above address, fax it or email to me.

My fax number is 815-675-1530 and my email address is eric.hooks@irdinc.com.

Thanks for your call and we look forward to having you in the program.

Eric Hooks
NCPass Sales Manager



Enrollment: Toll-Free: 1-866-903-0333

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transponder.admin@irdinc.com www.irdinc.com



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IRD Transponder Bypass Program Service Agreement

This Sales and Service Agreement (AGREEMENT) is made by and between International Road Dynamics Inc. (IRD), as Transponder Administrators (TA) for the North Carolina Department of Transportation (NCDOT)'s NCPass Transponder Bypass Program (TBP), and _____ (OWNER) Leased to or Legally Doing Business as _____ (DBA/LESSOR).
USDOT # _____.

Terms and Conditions:

1. IRD agrees to provide transponders and enrollment in the TBP to the OWNER consistent with IRD's agreement with the NCDOT.
2. IRD's agreement with the NCDOT is designed to allow interoperability of our TBP with other state or provincially operated TBPs; as such, we will provide relevant enrollment information to such TBPs if requested by the OWNER.
3. Additional Terms and Conditions are set forth below.

For the following section, please check and initial each section as appropriate:

OWNER renting transponders agrees to the following: _____ (Initial)

1. OWNER agrees to pay IRD an annual rental fee of \$70.00 / transponder plus applicable taxes, this fee includes the provision of a transponder and TBP enrollment for a year. This fee may be reduced for multiyear contracts.
2. IRD reserves the right to charge OWNER a \$50.00 replacement fee, plus applicable taxes, for each lost or damaged transponder.
3. Rented transponders must be returned to IRD within thirty (30) days of termination of TBP services. For all transponders not returned to IRD within thirty (30) days, IRD will charge OWNER \$50.00 per transponder, plus applicable taxes, for the replacement of the unit.
4. OWNER agrees to return the transponders to IRD in the same condition as received, less normal wear.
5. IRD will replace any defective transponder that fails due to battery life, materials, or workmanship and will be responsible for the successful operation of the transponders. OWNER will be responsible for the costs of shipping defective transponders to IRD.
6. OWNER has read and agrees to the Additional Terms and Conditions (sub-parts A-F) set forth below.

OWNER purchasing transponders agrees to the following: _____ (Initial)

1. OWNER agrees to pay IRD \$50.00, plus applicable taxes, per purchased transponder plus an annual system access fee of \$56.00 per transponder plus applicable taxes. The system access fee may be reduced on multiyear contracts.
2. IRD will replace any defective transponder that fails due to battery life, materials, or workmanship for two years from the date of sale.
3. OWNER has read and agrees to the Additional Terms and Conditions (sub-parts A-F) set forth below.

OWNER using a transponder from another TBP agrees to the following: _____ (initial)

1. OWNER has confirmed with its current TBP that it has the rights to use the transponder in this TBP.
2. OWNER has confirmed that transponders OWNER intends on using in this TBP are not owned, controlled, or assigned to another OWNER.
3. OWNER agrees to pay IRD the annual System Access fee of \$56.00 per transponder plus applicable taxes. The system access fee may be reduced for multiyear contracts.
4. OWNER agrees to indemnify and hold harmless IRD against all loss, damage, claims and expenses for any actions brought against IRD for OWNER'S use of an unauthorized transponder in this TBP.
5. OWNER has read and agrees to the Additional Terms and Conditions (sub-parts A-F) set forth below.

ADDITIONAL TERMS AND CONDITIONS

A. Payment of Fees:

1. Rental or system access fees are payable to IRD on a predetermined basis and in advance of any services being provided through the TBP. These fees constitute the enrollment fees into the NC TBP program and are subject to renewal.
2. OWNER acknowledges that the fees payable under this agreement are based on the allocation of risk set out in this agreement, including the assumption of risk by the OWNER.
3. IRD will notify OWNER of upcoming service payments no later than thirty (30) days prior to the date payment is due.
4. OWNERS wishing to continue in the TBP must have paid annual renewal fees to IRD on or before the renewal date to avoid discontinuation of services. Discontinued accounts will receive no warranties or services until due payments are made.
5. OWNER agrees to pay IRD a \$5.00 per transponder reconnection fee for discontinued accounts before services will be restored if proper notice of expiration is given by IRD or its employee, agent, or representative.
6. Adding transponders to an existing account will be charged on a pro-rata basis to match the annual billing date of the initial AGREEMENT.



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B. Termination of Services:

- 1. OWNER may at any time choose to withdraw from the TBP by informing IRD of their desire to exit the program.
- 2. IRD will terminate the TBP services of any OWNER whose account has remained in delinquency for a period of fifteen (15) days or longer unless OWNER and IRD have reached an agreement on payment.
- 3. OWNER must return to IRD any rented property relating to the TBP within thirty (30) days of termination of services.
- 4. Any OWNER that chooses to withdraw from or no longer qualifies for the TBP during the course of the annual billing cycle will not be credited or refunded any portion of rental or system access fees.
- 5. OWNER agrees that IRD has the right to terminate this agreement at any time upon providing ninety (90) days written notice to the OWNER or immediately upon termination or non-renewal of IRD's contract as TA for the NC TBP as per IRD's agreement with the NCDOT.

C. Release and Indemnification:

- 1. IRD shall not be liable and OWNER hereby releases IRD for any injury, loss, claim, or damage arising from the use or transportation of the transponders by the OWNER or as a result of the use and/or disclosure of information as set forth in this AGREEMENT, and the OWNER shall indemnify and hold harmless IRD against all loss, damages, claims, and expenses which may arise out of any action for damages to property or persons pursuant to the use, operation, handling, use and/or disclosure of information, or transportation of the transponders.

D. Proper Use:

- 1. Transponders will be installed in assigned vehicles within the OWNER'S fleet only. Transponders shall not be transferred from vehicle to vehicle until the change request has been approved by the TA.
- 2. If you are leasing any of your vehicles to a motor OWNER, you must obtain permission from the OWNER/lessor to electronically screen the vehicle credentials.
- 3. OWNER agrees not to use the transponders at any time in violation of any law, by-law, zoning restriction, ordinance, regulation, or for any use for which it is not reasonably intended.
- 4. OWNER agrees not to transfer or assign the rights and obligations, which would not be reasonably withheld, under this agreement or to transfer or lend the transponders to another party without the prior written consent of IRD.

E. Collection, Use and Disclosure of Information:

- 1. OWNER hereby agrees and acknowledges that by participating in the TBP and use of a transponder that IRD collects certain information including, but not limited to: the date, time and location of the transponder; motor OWNER number; vehicle identification number; and license plate number.
- 2. IRD reserves the right at all times to disclose any and all information obtained through the TBP to any local, state, federal agency, entity, or third party pursuant to any law, statute, regulation, or official government or regulatory request, or to edit, refuse to post or to remove any data, in whole or in part, that IRD has obtained in connection with the OWNER'S participation in the TBP and use of a transponder.
- 3. By participating in TBP, OWNER hereby grants to IRD in its capacity as TA, the right to use, copy, distribute, display, reproduce, transmit, modify, edit and otherwise use such data in accordance with and to the extent allowed by the terms of this AGREEMENT. OWNER hereby waives all rights to any claim against IRD and NCDOT for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, ownership rights and rights of attribution in connection with the information obtained by IRD as a result of OWNER participation in the TBP and use of a transponder.
- 4. OWNER acknowledges that by participating in TBP, no confidential, fiduciary, agency, joint venture, contractually implied or other relationship is created between OWNER and IRD other than pursuant to this AGREEMENT.

F. Other:

- 1. As this AGREEMENT is between IRD and the OWNER, it is the responsibility of the OWNER to ensure that any employee or contractor of the OWNER abides by the terms of this AGREEMENT. Breaches of this AGREEMENT by employees or contractors of the OWNER will carry the same consequences as breaches of the OWNER.
- 2. This AGREEMENT and its performance shall be governed exclusively and solely by the laws of the State of North Carolina, including dispute resolution, jurisdiction, and venue.
- 3. IRD and OWNER agree and acknowledge that Wake County, North Carolina shall be the sole, only and exclusive venue and forum to resolve any dispute or other legal action concerning this AGREEMENT, including any arbitration or litigation proceedings.
- 4. IRD makes no representations or guarantees regarding OWNER ability to bypass TBP sites based on criteria established by the NCDOT or the North Carolina State Highway Patrol.
- 5. IRD will respond to any performance related issue raised by OWNER within three (3) working days of notification of the issue. Notification will consist of a phone call to the IRD call center, by email, or by fax.
- 6. These terms and conditions contain the entire AGREEMENT between IRD and OWNER relating to the rental, purchase, and use of the transponders and supersede any prior understandings or agreements, whether oral or written, regarding this matter.
- 7. To the extent applicable, the parties agree to use electronic signatures and agree to be subject to the provisions of the U.S. E-SIGN Act.

All of the Above Terms and Conditions Accepted By:

	CUSTOMER	DBA/LESSOR/MOTOR CARRIER
Name (Printed):	_____	_____
Title:	_____	_____
Authorized Signature:	_____	_____
Date:	_____	_____



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Carrier Information		Customer Information if different	
Carrier Name:		Name:	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Phone:		Phone:	
Fax:		Fax:	
US DOT Number:		Email:	

Truck #1					
Unit # (RF)	IFTA Sticker #	License Plate (RF)	State	VIN	
IRP Expiration	Plate Expiration	Photo Name	Owner Operator	Owned <input type="radio"/> Leased <input type="radio"/>	Transponder S/N (If applicable)

Truck #2					
Unit # (RF)	IFTA Sticker #	License Plate (RF)	State	VIN	
IRP Expiration	Plate Expiration	Photo Name	Owner Operator	Owned <input type="radio"/> Leased <input type="radio"/>	Transponder S/N (If applicable)

Truck #3					
Unit # (RF)	IFTA Sticker #	License Plate (RF)	State	VIN	
IRP Expiration	Plate Expiration	Photo Name	Owner Operator	Owned <input type="radio"/> Leased <input type="radio"/>	Transponder S/N (If applicable)

Truck #4					
Unit # (RF)	IFTA Sticker #	License Plate (RF)	State	VIN	
IRP Expiration	Plate Expiration	Photo Name	Owner Operator	Owned <input type="radio"/> Leased <input type="radio"/>	Transponder S/N (If applicable)

Truck #5					
Unit # (RF)	IFTA Sticker #	License Plate (RF)	State	VIN	
IRP Expiration	Plate Expiration	Photo Name	Owner Operator	Owned <input type="radio"/> Leased <input type="radio"/>	Transponder S/N (If applicable)



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International Road Dynamics Inc. and NCPass

Authorization to charge Credit Card

Date: _____

Customer Name: _____

Carrier Name: _____

Method of Payment

Visa Mastercard

Card # _____

Expiry Date: _____ 3 Digit Security Code: _____

Name on Card: _____

Amount to be charged: _____

Customer Signature _____

NOTE: Charges will appear on statement as:

“INTERNATIONAL ROAD DYNAM 3066536600 IL”

Method of Payment

Please make Checks payable to: International Road Dynamics

Check #:

Amount:

Date:

For office use only

Customer ID:

Invoice of Sales Order #:

Date payment received at Head Office:



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