



INTERNATIONAL ROAD DYNAMICS CORP.  
INTELLIGENT TRANSPORTATION SYSTEMS



## 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

\_\_\_\_\_ (CARRIER)

Doing Business as \_\_\_\_\_ (DBA).

### Terms and Conditions:

1. IRD agrees to provide transponders and enrollment in the TBP to the CARRIER 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 CARRIER.
3. Additional Terms and Conditions are set forth below.

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

**CARRIER renting transponders agrees to the following:** \_\_\_\_\_ (Initial)

1. CARRIER 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 CARRIER 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 CARRIER \$50.00 per transponder, plus applicable taxes, for the replacement of the unit.
4. CARRIER 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. CARRIER will be responsible for the costs of shipping defective transponders to IRD.
6. CARRIER has read and agrees to the Additional Terms and Conditions (sub-parts A-F) set forth below.

**CARRIER purchasing transponders agrees to the following:** \_\_\_\_\_ (Initial)

1. CARRIER 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. CARRIER has read and agrees to the Additional Terms and Conditions (sub-parts A-F) set forth below.

**CARRIER using a transponder from another TBP agrees to the following:** \_\_\_\_\_ (initial)

1. CARRIER has confirmed with its current TBP that it has the rights to use the transponder in this TBP.
2. CARRIER has confirmed that transponders CARRIER intends on using in this TBP are not owned, controlled, or assigned to another CARRIER.
3. CARRIER 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. CARRIERS wishing to indemnify and hold harmless IRD against all loss, damage, claims and expenses for any actions brought against IRD for CARRIER'S use of an unauthorized transponder in this TBP.
5. CARRIER 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. CARRIER 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 CARRIER.
3. IRD will notify CARRIER of upcoming service payments no later than thirty (30) days prior to the date payment is due.
4. CARRIERS 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. CARRIER 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.



Sales: T – (336) 261-5764 C – (336) 214-2076

Enrollment: Toll-Free: 1-866-903-0333 Telephone: (306) 653-6600

CORPORATE OFFICE: 2402 Spring Ridge Drive, Suite E, Spring Grove, Illinois USA 60081 Telephone: (815) 675-1430 Fax: (815) 675-1530

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

**B. Termination of Services:**

1. CARRIER 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 CARRIER whose account has remained in delinquency for a period of fifteen (15) days or longer unless CARRIER and IRD have reached an agreement on payment.
3. CARRIER must return to IRD any rented property relating to the TBP within thirty (30) days of termination of services.
4. Any CARRIER 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. CARRIER agrees that IRD has the right to terminate this agreement at any time upon providing ninety (90) days written notice to the CARRIER 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 CARRIER hereby releases IRD for any injury, loss, claim, or damage arising from the use or transportation of the transponders by the CARRIER or as a result of the use and/or disclosure of information as set forth in this AGREEMENT, and the CARRIER 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 CARRIER'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 carrier, you must obtain permission from the carrier/lessor to electronically screen the vehicle credentials.
3. CARRIER 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. CARRIER 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. CARRIER 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 carrier 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 CARRIER'S participation in the TBP and use of a transponder.
3. By participating in TBP, CARRIER 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. CARRIER 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 CARRIER participation in the TBP and use of a transponder.
4. CARRIER acknowledges that by participating in TBP, no confidential, fiduciary, agency, joint venture, contractually implied or other relationship is created between CARRIER and IRD other than pursuant to this AGREEMENT.

**F. Other:**

1. As this AGREEMENT is between IRD and the CARRIER, it is the responsibility of the CARRIER to ensure that any employee or contractor of the CARRIER abides by the terms of this AGREEMENT. Breaches of this AGREEMENT by employees or contractors of the CARRIER will carry the same consequences as breaches of the CARRIER.
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 CARRIER 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 CARRIER 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 CARRIER 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 CARRIER 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.

**Terms and Conditions Accepted By:**

CARRIER: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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