GLOBAL INTERMODAL EQUIPMENT REGISTRY

GIER Motor Carrier Web Service Agreement

This Agreement, dated as of _____, 2017 ("Effective Date"), is made by and between the Intermodal Association of North America ("IANA") having an office for the conduct of business at 11785 Beltsville Drive Suite 1100, Calverton, MD 20705, and the _____ ("MC") having an office for the conduct of business at _____, with the specific and designated intention of establishing an interface between the MC's dispatch and/or operating system and IANA's Global Intermodal Equipment Registry ("GIER") Database. This interface would be for the expressed purpose of identifying the responsible Intermodal Equipment Provider (IEP), for specific pieces of intermodal equipment, as defined within the final regulations issued under Docket No. MC-2005-23315, and would be accomplished via the IANA GIER Motor Carrier Web Application Programming Interface ("MC WEB SERVICE").

WHEREAS, the intermodal industry, as represented by ocean carriers, railroads, equipment leasing companies and motor carriers, desires IANA to develop and maintain an intermodal industry database, for the purpose of identifying the responsible Intermodal Equipment Provider (IEP) with specific pieces of intermodal equipment, in order to facilitate compliance with 49 CFR, Parts 390 (Sections 390.21 and 390.42) and Part 396 (Sections 396.11 and 396.12) of the final regulations, "ROADABILITY REGULATIONS" issued under Docket No. MC-2005-23315.

WHEREAS, the MC desires to acquire access, to specific information contained within the GIER database, compiled and maintained by IANA, for the purpose of identifying IEPs within its dispatch or operating software application ("MC SYSTEM"),

NOW THEREFORE, in mutual consideration of the covenants contained herein, the MC and IANA do hereby agree as follows:

1.   Definitions

The following definitions apply to this Agreement :

(a)   "IANA" is the owner of the rights to the GIER Database.

(b)   "GIER" means the IANA Global Intermodal Equipment Registry.

(c)   "UIIA" means the Uniform Intermodal Interchange and Facilities Access Agreement.

(d)   "Database" means any of the information collected by IANA, which is required for its administration of GIER.

(e)   "MC SYSTEM" is a software application used by the MC in order to conduct daily trucking operations, in addition to capturing, tracing and maintaining equipment inspection information related to compliance with the Federal Motor Carrier Safety Administration (FMCSA) ROADABILITY REGULATIONS.

(f)   "Third Party Applications, Systems and Developers" for the purpose of this Web Service Agreement are defined as and limited to any business entity or individual, beyond the MC, not directly employed by the MC, but who has access or responsibilities related to

the MC SYSTEM application development, support, source code, administration and/or maintenance.

2. <u>Limited Access</u>

(a)   IANA agrees to grant and MC agrees to accept, on the terms and conditions herein, non-transferable and non-exclusive limited access to the GIER database through the GIER Motor Carrier Web Service and subsequent updates for the 12-month period beginning on the Effective Date of this Agreement.

(b)   This Agreement shall be for an initial 12-month period and shall automatically renew for 12-month periods, and shall so remain continued in effect thereafter unless, as provided in paragraph 6 herein, cancellation and termination of the Agreement occurs.

3. <u>Pricing</u>

MC access to the GIER database through the GIER Motor Carrier Web Service is available to IANA Motor Carrier Division members or motor carrier participants in the UIIA. The fee for IANA Motor Carrier Division members is $500 per year, and $1,000 per year for IANA non-members.

4. <u>Description of Services</u>

(a)   The IANA GIER Web Service is a computer-to-computer interface that enables communication with IANA databases as defined in Attachment A, GIER Motor Carrier Web Service Call Response. This service provides the MC with the correlation of the alphanumeric equipment identification number on intermodal equipment (IME) to the IEP responsible for the equipment by providing a lookup into the GIER database.

(b)   For each transaction, the MC will provide IANA with the following information via the IANA Motor Carrier GIER Web Service:

1. USR- Authorized Username provided by IANA
2. PWD- Authorized Password provided by IANA
3. CHID- Chassis ID: Combination of chassis prefix and equipment number

(c)   Upon initiation of the GIER Application Programming Interface ("API") transaction by the MC, IANA returns the following information via IANA's GIER Motor Carrier Web Service:

1. IEP Company Name
2. IEP DOT Number
3. IEP SCAC

5. Contractual Responsibilities

(a)   MC is not authorized to reproduce or distribute, beyond the means of the MC SYSTEM, the IANA GIER Web Service specifications and documentation, information obtained from the GIER database or any updates thereof. This includes distributing or granting access to the IANA GIER Motor Carrier Web Service by Third Party Applications, Systems and Developers.

(b)   MC shall not rent, lease, assign or otherwise transfer the GIER database access rights assigned under this Agreement or allow any other person or entity to use the GIER database access rights, except as specifically provided in this Agreement. MC agrees to: (i) use commercially reasonable efforts to protect the GIER database from unauthorized access, copying or use; (ii) notify IANA if any unauthorized access comes to the attention of the MC; and (iii) cooperate with IANA in connection with any action it may elect to take with respect to any unauthorized access, copying or use of the GIER database.

(c)   IANA reserves the right to immediately terminate MC's access to the GIER database via the GIER Motor Carrier Web Service, in the event that MC violates any of the provisions of this Agreement or any MC SYSTEM user attempts to use the GIER Motor Carrier Web Service in order to replicate the GIER database. Upon written notification of termination by IANA, MC agrees either to destroy or to return the original and all copies of the IANA GIER Motor Carrier Web Service specifications and to delete the established interface from all programs in which it has been incorporated after receiving written notice of IANA's termination of this Agreement. IANA may also terminate this Agreement at any time without cause, by thirty (30) day written notice to the MC, after which, MC agrees to either destroy or to return the original and all copies of the IANA GIER Motor Carrier Web Service specifications and to delete the established interface from all programs in which it has been incorporated.

(d)   The MC is solely responsible for fulfilling its obligations as defined in this Agreement and is responsible for the actions of any Third Party Vendors they employ, engage or direct to access the GIER database through the GIER Motor Carrier Web Service. The MC agrees to identify to IANA any Third Party Applications, Systems and Developers that it has directed to facilitate and/or utilize the GIER Motor Carrier Web Service via MC SYSTEM to access the GIER database under the terms of this Agreement and using the service defined in Attachment A.

6.   Limitation of Liability and Warranty

(a)   The information provided to the MC through the GIER Motor Carrier Web Service will accurately relate the information as provided to IANA via GIER. IANA is serving as a conduit of the data supplied to IANA by the participating GIER IEPs. As a result, IANA is not responsible for any claims or liabilities asserted against it as a result of any inaccuracies, which may exist in the information supplied to IANA or from the MC's use of that data.

(b)   Other than that set forth in Section 4(a), there are no warranties, express or implied, and MC acknowledges that no such warranties exist or are intended by this Agreement.

(c)   MC shall indemnify IANA for any loss, cost or expense incurred by IANA because of any claims asserted against it by third parties because of MC's misuse or inaccurate reporting of the information supplied to it under this Agreement.

(d)   The remedies stated herein are expressly agreed to by both parties to be the exclusive and sole remedies of license.

7. **Confidentiality**

   (a)   Since unauthorized use of the GIER Motor Carrier Web Service will diminish substantially the value to IANA of the proprietary interests, the MC shall take all necessary and reasonable steps to keep the GIER Motor Carrier Web Service Documentation under adequate security to ensure that no unauthorized access, copy or use is made thereof, and to protect the confidentiality of the GIER Web Service Documentation. The MC agrees to treat the GIER Web Service Documentation as trade secret information. Notwithstanding anything herein to the contrary, the MC shall not be deemed to have made an unauthorized disclosure of information that (i) is independently developed or lawfully known by the MC without access to, or use of, the GIER Motor Carrier Web Service Documentation; as reflected in the written records of the MC; (ii) was or becomes lawfully known to the general public without breach of this Agreement; (iii) is approved in writing by IANA for disclosure by the MC; or (iv) in the opinion of a court or similar judicial or administrative body is required to be disclosed by law. In the event a request is made for information and/or such a disclosure is determined to be necessary, the MC agrees to promptly notify IANA, which may, at its sole expense, seek a protective Order to prevent disclosure.

8. **Termination or Cancellation**

   (a)   The effective date of this Agreement is the date it is accepted and signed by IANA, as indicated below.

   (b)   Immediately upon termination of this Agreement, MC shall discontinue all use of and, within (10) days thereof, deliver to IANA all copies of the GIER Motor Carrier Web Service specifications and documentation and shall take immediate steps to eliminate the GIER Motor Carrier Web Service from all programs in which it has been incorporated. MC shall also warrant in writing that all copies thereof have been returned to IANA or destroyed and permanently deleted from all programs.

9. **General**

   (a)   Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties.

   (b)   The laws of the State of Maryland shall govern this License. The parties do hereby agree that any action for enforcement of this Agreement shall be brought in the Courts of the State of Maryland. This document and its appendices constitute the entire understanding and agreement between the parties and merges any and all prior oral or written communications, advertising, discussions, communications and representations between them. This Agreement may not be modified, altered, changed or amended unless in writing and signed by both parties. If any provision of this Agreement shall be held illegal, void or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, MC agrees to the terms and conditions contained in this Agreement.

Accepted: Accepted:

MC   Intermodal Association
                                                             of North America

MC Signature: _____   By:

                  _____   _____

Printed Name: _____   Print Name: Debbie Sasko

Title: Title: AVP, Contract
                                                                       Administration Services

                  _____   _____

Address: _____

                  _____

Date: _____

Attachment A

GIER Motor Carrier Web Service Call Response

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 List of input parameters:
 1. USR  - Authorized Username provided by IANA
 2. PWD  - Authorized Password provided by IANA
 3. CHID - Chassis ID: Combination of chassis prefix and equipment number

 GIER MC Web Services URL Examples:


 NOTE: Please refer sample XML output structure provided at the end of page.
-->

<xs:schema xmlns:xs="http://www.w3.org/2001/XMLSchema" xmlns="http://www.uiia.org" elementFormDefault="qualified">
<xs:element name="IANAMCWebServiceResponse">
        <xs:complexType>
                <xs:sequence>
                        <xs:element name="AUTHENTICATION" type="xs:string">
                                <xs:complexType>
                                        <xs:sequence>
                                                <xs:element name="STATUS" type="xs:string"/>
                                        </xs:sequence>
                                </xs:complexType>
                        </xs:element>
                        <xs:element name="IEP" type="xs:string">
                                <xs:complexType>
                                        <xs:sequence>
                                                <xs:element name="NAME" type="xs:string"/>
                                                <xs:element name="DOT" type="xs:string"/>
                                                <xs:element name="SCAC" type="xs:string"/>
                                                <xs:element name="CHASPOOL" type="xs:string"/>
                                        </xs:sequence>
                                </xs:complexType>
                        </xs:element>
                </xs:sequence>
        </xs:complexType>
</xs:element>
</xs:schema>
<!-- Sample Output & response codes-->
<?xml version="1.0" encoding="UTF-8"?>
<IANAMCWebServiceResponse>
        <AUTHENTICATION>
                <STATUS>{OK | FAILED}</STATUS>
        </AUTHENTICATION>
        <IEP>
                <NAME>{IEP Company Name | NOTFOUND}</NAME>
                <DOT>{IEP DOT | NOTFOUND}</DOT>
                <SCAC>{IEP SCAC | NOTFOUND}</SCAC>
                <CHASPOOL>{CHASSIS POOL ID | NOTFOUND}</ CHASPOOL >
        </IEP>
</IANAMCWebServiceResponse>
```