



NIC INSURANCE FILINGS

INSURANCE COMPANY PARTICIPATION AGREEMENT

A. Parties to and Purpose of this Agreement.

This Insurance Company Participation Agreement ("Agreement") is between National Online Registries, LLC dba NIC Insurance Filings ("NIC INSURANCE FILINGS"), a Colorado limited liability company and wholly owned subsidiary of NICUSA, Inc. ("NICUSA"), and _____ ("MGA"), a managing general agent.

Whereas, NIC INSURANCE FILINGS 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 the electronic NIC INSURANCE FILINGS Program ("Program") which unites multiple insurance companies and states under a single filing process; and

Whereas, NIC INSURANCE FILINGS, with the endorsement of the NCSTS, has developed and is facilitating, maintaining, and managing a central repository of insurance information ("Repository"), the function of which is to receive and distribute insurance certificate filings using the internet; and

Whereas, MGA wishes to use NIC INSURANCE FILINGS' Repository to file insurance information with state agencies; and

Whereas, NIC INSURANCE FILINGS 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, MGA and NIC INSURANCE FILINGS agree to participate in the Program under the terms and conditions outlined in this Agreement.

B. Duties and Responsibilities of NIC INSURANCE FILINGS.

Subject to the terms and conditions of this Agreement, NIC INSURANCE FILINGS agrees to provide the following services to MGA in the Program:

1. Manage the Repository and make it accessible to MGA 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 MGA, in a timely manner, of any scheduled Program down time.
3. Act as a conduit to transmit insurance filings with the States and the Federal Motor Carrier Safety Administration (“FMCSA”) using the information provided by MGA.
4. Seek to increase State participation in the Program. Participating States are listed on Exhibit A.
5. Provide customization of Program to MGA, as MGA may reasonably request and is subsequently accepted by NIC INSURANCE FILINGS 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 MGA 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 NIC INSURANCE FILINGS. NIC INSURANCE FILINGS 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 MGA.

MGA agrees to:

1. Use NIC INSURANCE FILINGS guidelines to format insurance data and provide insurance data to Repository on a timely basis.
2. Access and use the Repository to file insurance forms with the participating States.
3. Limit access to the Repository to only MGA’s employees or other persons authorized by MGA.
4. Notify NIC INSURANCE FILINGS when MGA has a need to change user names, including when a person previously authorized by MGA is no longer authorized.
5. Provide NIC INSURANCE FILINGS with name(s), email(s), and phone number(s) of MGA's technical contact(s).
6. Reasonably assist NIC INSURANCE FILINGS 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. Immediately notify NIC INSURANCE FILINGS of any errors with the insurance data supplied by MGA to the Repository.

D. Service Delivery Timing.

1. NIC INSURANCE FILINGS 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 MGA. NIC INSURANCE FILINGS shall have no liability to MGA if MGA, 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 MGA transmits a filing to the Repository, NIC INSURANCE FILINGS 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. NIC INSURANCE FILINGS will notify MGA when a State accepts or rejects a filing. MGA may also access the Repository at any time to view the status of any filing made by MGA.
4. Paper forms may be generated through the Program for non-participating States. MGA is responsible for the submission of paper filings to State. NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS.

NIC INSURANCE FILINGS will only provide services and assume responsibilities relating to MGA as set forth in this Agreement. NIC INSURANCE FILINGS specifically, without limitation:

1. Has no responsibility to verify that the insurance information supplied by MGA to the Repository is accurate.

2. Is not liable for any loss to MGA or its insureds for the refusal or failure of any State to accept, approve, or act on any of the filings made by MGA.
3. Is not responsible for any loss incurred due to the inaccuracy, incompleteness, or lack of timeliness of information received from MGA.
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 MGA, 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. MGA shall pay NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS upon thirty (30) days' notice to MGA. This fee includes payment for all expenditures of NIC INSURANCE FILINGS for services defined in the Agreement, including but not limited to NIC INSURANCE FILINGS' administration, computer systems (including software), legal, personnel, and other direct and indirect expenses.
2. NIC INSURANCE FILINGS may charge additional administrative fees, including non-sufficient fund fees, and sales, use and excise taxes, with respect to certain services. NIC INSURANCE FILINGS may charge additional fees for additional services provided by NIC INSURANCE FILINGS upon thirty (30) days' notice to MGA.
3. MGA shall pay NIC INSURANCE FILINGS for all fees invoiced no later than thirty (30) days from the date of NIC INSURANCE FILINGS' invoice. NIC INSURANCE FILINGS shall distribute monthly invoices to MGA at the mailing or email address set forth in Section V.
4. MGA 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. MGA or NIC INSURANCE FILINGS may terminate Agreement at any time by

providing written notice to the other party in accordance with the Notices section of this Agreement. MGA will be responsible for payment of any outstanding invoices for NIC INSURANCE FILINGS services rendered prior to receipt of the termination notice.

H. Relationships.

1. MGA acknowledges that NIC INSURANCE FILINGS is acting as a conduit for filing the insurance information and filings, supplied to the Repository by MGA, with the States. NIC INSURANCE FILINGS' 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 NIC INSURANCE FILINGS to assume responsibilities of MGA with respect to any obligations owed by MGA to any third party or to confer any benefit upon any other person or entity other than the parties hereto.
3. NIC INSURANCE FILINGS shall not be deemed a partner, joint venturer, agent, independent contractor, or fiduciary of MGA.

I. Representations and Warranties of NIC INSURANCE FILINGS.

NIC INSURANCE FILINGS hereby represents and warrants to MGA that:

1. NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS and, when executed and delivered, this Agreement will be a valid and binding obligation of NIC INSURANCE FILINGS enforceable against NIC INSURANCE FILINGS in accordance with its terms.
3. The execution, delivery and performance of this Agreement and other documents contemplated hereby by NIC INSURANCE FILINGS does not, and the consummation of the transactions contemplated hereby will not violate the provision of the Articles of Organization or Operating Agreement of NIC INSURANCE FILINGS.

J. Representations and Warranties of MGA.

MGA hereby represents and warrants to NIC INSURANCE FILINGS that:

1. MGA 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. MGA 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 MGA, have each been duly and validly authorized by MGA, and, when executed and delivered, the Agreement and such other documents executed by MGA will be valid and binding obligations of MGA enforceable against MGA in accordance with its respective terms. The execution, delivery, and performance of this Agreement and other documents contemplated hereby by MGA does not, and the consummation of the transactions contemplated hereby will not, violate the corporate documents of MGA or any material provision of any material mortgage, lien, lease, agreement, contract, instrument, order, arbitration award, judgment or decree to which MGA is a party or by which MGA is bound, or to which any property of MGA is subject.
3. The MGA is certifying by its action in submitting filings online through the Repository that it represents the insurance underwriting company named in the filing and that the MGA has the authority to bind that particular company in accordance with the content of the filing the MGA has made with respect to the insured indicated on that filing.

K. Standard of Performance.

NIC INSURANCE FILINGS represents to MGA that it is well qualified and experienced in the field of digital information processing and NIC INSURANCE FILINGS will perform its obligations hereunder in a proper and timely manner, and in good faith.

L. Reliance on MGA Data and Direction.

1. NIC INSURANCE FILINGS will use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but NIC INSURANCE FILINGS cannot warrant the correctness of data supplied by MGA, the States, or the FMCSA, nor can NIC INSURANCE FILINGS be responsible for inaccurate data or data not provided in a timely manner.
2. When MGA provides information to NIC INSURANCE FILINGS for inclusion in the Repository, NIC INSURANCE FILINGS shall be fully protected in relying upon the accuracy and completeness of information provided. NIC INSURANCE FILINGS 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. NIC INSURANCE FILINGS shall use reasonable efforts to ensure that services provided under this Agreement continue without interruption during business hours. NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS (each a "Force Majeure Event"). It is acknowledged that such events may cause delays in information transfer between MGA, NIC INSURANCE FILINGS, the States or the FMCSA, thus impairing any such party's ability to fulfill the services on a normal schedule. In the case of Force Majeure Event, NIC INSURANCE FILINGS' 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, NIC INSURANCE FILINGS' sole obligation will be at its own expense to use its reasonable efforts to reconstruct any records of MGA maintained by NIC INSURANCE FILINGS and to amend any reports prepared by it which have been affected by such event. Under the circumstances described in the preceding sentence, MGA will provide duplicate data where available, and as needed, to assist NIC INSURANCE FILINGS in the reconstruction of such records.

N. Disclaimer of Warranty and Limitation of Liability

1. NIC INSURANCE FILINGS' 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 NIC INSURANCE FILINGS BE LIABLE TO MGA 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 NIC INSURANCE FILINGS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY MGA TO NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS that say “This Is A Part Of The Agreement Between The Parties” which may be provided from time to time to MGA unilaterally by NIC INSURANCE FILINGS 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.

MGA agrees to indemnify, defend, and hold harmless NIC INSURANCE FILINGS, its directors, managers, officers, agents, and employees (and those of NIC INSURANCE FILINGS affiliates) 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 MGA in the performance of its obligations under this Agreement, (b) any inaccurate, incomplete or outdated information supplied to the Repository by MGA; (c) the alteration of information supplied by MGA after NIC INSURANCE FILINGS has transmitted such information to the States or the FMCSA; and (d) any act of NIC INSURANCE FILINGS or that of any officer or employee of NIC INSURANCE FILINGS which is performed in good faith pursuant to MGA'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 MGA and NIC INSURANCE FILINGS. 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. NIC INSURANCE FILINGS shall own the format of all records contained in the Repository and all working papers and records prepared for NIC INSURANCE FILINGS by MGA. The information, data, and records contained in the Repository shall not be considered records of MGA. NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS to perform the services required under this Agreement are the property of NIC INSURANCE FILINGS and not considered the records of MGA. Upon termination of this Agreement and payment of any outstanding fees, NIC INSURANCE FILINGS will provide copies of MGA records upon written request. NIC INSURANCE FILINGS 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 upon such terms as may be agreed upon in writing by the Furnishing Party. NIC INSURANCE FILINGS 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 NIC INSURANCE FILINGS' opinion NIC INSURANCE FILINGS 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 MGA, NIC INSURANCE FILINGS 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 MGA:
[Enter your contact information here]

To NIC INSURANCE FILINGS:

NIC INSURANCE FILINGS
Attn: Contracts
4601 N. Fairfax Drive
Suite 1010
Arlington, VA 22203

With a copy to:
NICUSA, Inc. Attn: General Counsel
25501 West Valley Pkwy
Ste 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 NIC INSURANCE FILINGS and MGA.

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

[MGA]

By: _____

Title: _____

EXHIBIT A

States Currently Participating in NIC Insurance Filings

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

EXHIBIT B
COMPANY CONTACT INFORMATION

Name

Address

Phone

Fax

Main Contact

Main Contact Email Address

Account Administrator Contact

Account Administrator Email Address

EXHIBIT C
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 dba NIC Insurance Filings ("NIC INSURANCE FILINGS") pursuant to the "State Participation Agreement," entered into between the State Authority and NIC INSURANCE FILINGS, 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 days 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 D

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 dba NIC Insurance Filings (“NIC INSURANCE FILINGS”) 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 days 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