

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 2th day of November 2015, by and between Unified Carrier Registration Plan ("UCR Plan"), an unincorporated association created by federal law; 49 U.S.C. § 14504a(d), and DSL Transportation Services, Inc. ("DSL") headquartered in Springfield, IL;

WHEREAS, UCR Plan desires to obtain the services of DSL to provide professional services to UCR Plan;

WHEREAS, under 49 U.S.C. § 14504a(d)(2)(B), the Unified Carrier Registration Board of Directors ("UCR Board") is required to issue rules and regulations that provide for the administration of the Unified Carrier Registration Agreement; and

WHEREAS, under 49 U.S.C. § 14504a(d)(6), the UCR Board is given the specific authority to "contract with any person or any agency of a State to perform administrative functions required under the unified carrier registration agreement, . . .";

WHEREAS, DSL desires to undertake and perform such functions pursuant to the terms and conditions stated below;

WHEREAS, the UCR Board in a meeting held on September 18, 2015, passed a motion which authorized the Chair to enter into an independent contractor agreement with DSL on the terms and conditions found in this professional services agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations herein set forth, the receipt and sufficiency of which are hereby acknowledged, the UCR Plan and DSL intending to be legally bound, agree as follows:

ARTICLE I - SERVICES

DSL will perform the services, as more particularly described on Exhibit A, for UCR Plan as an independent contractor (the "**Services**"). The Services have been specially ordered and commissioned by UCR Plan. DSL will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to UCR Plan and shall be consistent with UCR Plan's standards. Except as specified on Exhibit A, UCR Plan agrees that DSL's services need not be rendered at any specific location and may be rendered at any location selected by DSL. DSL hereby grants UCR Plan the right, but not the obligation, to use and to license to others the right to use DSL's, and DSL's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.

ARTICLE II - CONSIDERATION AND PAYMENTS

A. Payment. DSL shall be compensated and reimbursed for the services as set forth in Exhibit

B.

B. Reports and Invoices. No invoice will be required. DSL will report in writing to the Board monthly on the status of Services.

ARTICLE III - OWNERSHIP OF DOCUMENTS

- A. In further consideration of UCR Plan's entering into this Agreement, DSL agrees that any deliverable work, and any intellectual property rights in such work, produced or composed by DSL, its agents or employees as part of its duties under this Agreement shall be deemed, and shall be, as between UCR Plan and DSL, its employees, or agents, work-for-hire and the sole property of UCR Plan. DSL hereby agrees to execute and deliver, or to require that its employees or agents execute and deliver, any instruments that may be necessary to effect the rights of UCR Plan, or its designees, with respect to any such work.
- B. DSL further agrees that all documents prepared or obtained under this Agreement, including but not limited to, sketches, charts, diagram, diskettes and other data prepared or obtained under this contract shall become the property of UCR Plan. DSL, however, shall have the right to retain file or other working copies of such items; provided, however, that any derivative works shall belong solely to UCR PLAN.

ARTICLE IV - INDEMNIFICATION

DSL hereby covenants and agrees to indemnify and hold harmless UCR Plan, its respective officers, directors, members, affiliates, agents and employees, for any negligent or intentional acts or omissions of DSL arising out of or directly related to DSL's performance of the services hereunder which result in any loss, damage or other claim against UCR Plan, its officers, directors, members, affiliates, employees or agents, and to pay for all legal and other costs (including reasonable attorneys' fees) UCR Plan might incur in defending any such action. UCR Plan hereby covenants and agrees to indemnify and hold harmless DSL and its employees for any negligent or intentional acts or omissions of UCR Plan arising out of or directly related to UCR Plan's performance of this Agreement which result in any loss, damage or other claim against DSL and its employees, and to pay for all legal and other costs (including reasonable attorneys' fees) DSL might incur in defending any such action. This provision shall survive termination of the Agreement.

A party seeking to be indemnified under this provision shall, as a condition precedent, notify the indemnifying party in writing as soon as practicable of the commencement or threatened commencement of any proceeding for which indemnification may be sought and shall cooperate in providing any information the indemnifying party may reasonably require.

ARTICLE V - RELATIONSHIP OF THE PARTIES

It is understood that DSL is undertaking to perform the services described herein as an independent contractor and not as a partner, joint venturer, employee or agent of UCR Plan. DSL shall determine the manner and means of performance of this Agreement. Neither DSL nor any employee, agent or other worker engaged by DSL shall be deemed an employee of UCR Plan under any circumstances or for any purpose, including, but not limited to, federal or state payroll taxes, income tax withholding, worker's compensation premiums or unemployment tax. Further, except as specifically set forth herein, DSL is not granted any right or authority to assume or create any obligation or liability, express or implied, on UCR Plan's behalf, or to bind UCR Plan in any manner or thing whatsoever.

DSL assumes full responsibility for the payment of all state and federal taxes, social security taxes, income taxes, Medicare and Medicaid taxes, and any and all other income or employment taxes. DSL agrees to comply with all rules and regulations of the Internal Revenue Service and any and all state agencies responsible for the collection of taxes and agrees that it will furnish to UCR Plan a copy of any and all records, reports, filings and records of payment necessary to establish that DSL has complied with all rules and regulations of federal and state agencies and those obligations described in this paragraph.

ARTICLE VI - WAIVER OR BREACH

It is agreed that a waiver of any breach of this Agreement or any terms or conditions thereof shall not be deemed a waiver of any repetition of such breach or in any way affect any other term or condition hereof. No waiver shall be valid or binding on a party unless said waiver is in writing and signed by the waiving party.

ARTICLE VII - NOTICES TO PARTIES

Any notice, request or demand required to be given to either party by this Agreement shall be in writing and shall be delivered in-person, by courier service, by U.S. mail (either first class or certified, return receipt requested, postage prepaid), or electronically by facsimile or e-mail to the respective party as follows:

As to the UCR Plan:

The Chair of the UCR Board
(currently, Avelino A. Gutierrez with the following contact information):
P.O. Box 1269
Santa Fe, NM 87504
(505) 827-4565
(505) 827-4155 (FAX)

avelino.gutierrez@state.nm.us

As to DSL:

David Lazarides c/o DSL Transportation Services, Inc.
2617 Tartan Way
Springfield, IL 62711

Any notice, request or demand sent by a party electronically, shall clearly indicate the sender's name in the message and the person sending the notice, request or demand. Any party may, by notice as stated above, designate a different name and contact information for any notice, request or demand, required or called for under this Agreement. In the event the Chair of the UCR Board is not available, any notice, request or demand required to be given to either party by this Agreement shall be given instead to the Vice-Chair of the UCR Board.

ARTICLE VIII -- DIRECTION

DSL shall take direction on all matters from the Chair of the UCR Board only, unless directed otherwise by a majority vote of the UCR Board.

ARTICLE IX - TERM AND TERMINATION

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, UCR Plan shall reimburse DSL in accordance with Exhibit B. In the event of such termination all work completed or partially completed shall become the property of UCR Plan. DSL shall promptly submit all such work to UCR Plan.

This agreement shall begin when executed by both parties and shall terminate one year from the date of execution, unless the parties agree in writing to extend the term.

ARTICLE X-- CONFLICT OF INTEREST

DSL represents and agrees that it understands the nature of the interests of UCR Plan in the project described herein and that DSL is not currently representing or performing or providing any service to any party with an interest adverse to or otherwise in conflict with that of UCR Plan in reference to this matter. Further, DSL covenants not to contract or agree in any manner to represent any party that will or may create a conflict of interest with reference to this matter during the term of this Agreement. If any such conflicts exist or should develop, DSL shall promptly notify UCR Plan thereof. Any conflict of interest or any potential conflict of interest, as UCR Plan in its sole discretion may determine, will be cause for termination of this Agreement without advance notice.

ARTICLE XI – CONFIDENTIALITY

DSL agrees to maintain the confidentiality of any information not generally known to the public received from UCR Plan, its affiliates, members, agents or employees, and agrees not to reveal or disclose any such information to any third party unless specifically required to do so by statute or court order, to use such information for any purpose other than those stated herein, or to use such information to benefit any other party, without the prior consent of UCR Plan. DSL shall instruct any agents, employees, or workers it engages to abide by the foregoing confidentiality provision. The obligation of confidentiality does not apply to information which: (i) is already in DSL's possession, provided that such information has not previously been classified as confidential or is not known by DSL to be subject to another confidentiality agreement with or other obligation of secrecy to UCR Plan or another party, (ii) becomes generally available to the public (other than as a result of a disclosure by DSL or its representatives), or (iii) is independently developed by DSL without use of or reference to any information disclosed by UCR Plan, and without breach of any other confidentiality obligation.

ARTICLE XII - MISCELLANEOUS

- A. This Agreement, and the attachments hereto, constitute the entire Agreement between the parties and supersedes any and all prior Agreements, whether written or oral, with respect to its subject matter.
- B. DSL shall not assign, subcontract, or otherwise transfer any or all of its responsibilities under this Agreement without the prior written consent of UCR Plan. It is agreed that the key personnel for the Project for DSL shall be Dave Lazarides and that UCR Plan is contracting for his personal services. Any decision to substitute or replace the foregoing key personnel shall be approved by UCR Plan.
- C. All amendments, revisions, changes or modifications to this Agreement must be in writing and signed by both parties.
- D. In the event of a conflict between this Agreement and the exhibits attached hereto, this Agreement shall be controlling.
- E. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama, except for any Alabama choice of law rule that would result in the governing law being the law of any jurisdiction other than Alabama. The venue for resolution, whether in court or otherwise, of any dispute between DSL and UCR Plan that arises under or in relation to this contract shall be, to the maximum extent permitted by law, Montgomery, Alabama.
- F. DSL agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Agreement.

G. In the event either party resorts to legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and all reasonable costs and expenses associated therewith.

H. In addition to the ability of either party to terminate this Agreement with or without cause under Article IX, the performance of the parties under this Agreement is subject to acts of God, government regulations, war, disaster, strikes (except those involving DSL's employees or agents), fire, civil disorder, terrorist attacks, or any other emergency beyond the parties' control making it inadvisable, illegal, or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement without liability for any one or more of such reasons upon notice to the other.

I. DSL agrees to obtain and provide evidence to the UCR Plan of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) with the UCR Plan named as an insured. DSL shall provide the UCR Plan with thirty (30) days notice of; material change in the coverage or limits or cancellation of the policy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date indicated below.

Unified Carrier Registration Plan:

DSL Transportation Services, Inc.

By: *Avelino A. Gutierrez*

By: *David Lazamides*

Name: Avelino A. Gutierrez

Name: DAVID LAZAMIDES

Date: November 6, 2015

Date: NOVEMBER 6, 2015

EXHIBIT A
Description of Services

Independent Contractor Agreement between Unified Carrier Registration Plan, (“UCR Plan”) and DSL Transportation Services, Inc. (“DSL”) dated as of November 6, 2015.

Services to be provided by Contractor:
As set forth herein below.

Work product to be delivered by DSL and schedule for Completion of Services:

- a. **Draft Business Plan / Budget** – The Business Plan will encompass the overall strategy of the organization, major objectives, budget, timelines, and resources required. Draft completed by 1/1/2016, ongoing.
- b. Confer with the International Registration Plan, Inc. and the International Fuel Tax Association, Inc. to explore the feasibility of closer cooperation between these organizations and UCR Plan. To begin no later than December 1, 2015, and ongoing thereafter.
- c. Become familiar in detail with the functioning of the UCRA Depository, and assist the Chair of the UCR Depository Subcommittee. To begin no later than January 1, 2016, and ongoing thereafter.
- d. Develop further the existing audit programs of UCR Plan; in particular, improve the analysis of the phenomenon of motor carrier “retreat.” To begin no later than January 1, 2016, and ongoing thereafter.
- e. Work with the states participating in UCR Plan to improve state data flow and reporting. To begin no later than February 1, 2016, and ongoing thereafter.
- f. Design, organize, and populate a UCR Plan internet website. To begin no later than February 1, 2016, with the website live no later than September 1, 2016, and ongoing thereafter.
- g. Finalize and implement the email solicitation engine for UCR Plan. To be completed no later than August 1, 2016.
- h. Support the work of the UCR Plan subcommittees, and provide UCR Plan with recommendations for expanded subcommittee functions. To begin no later than January 1, 2016, and ongoing thereafter.

- i. Design a prototype UCR performance dashboard. To be completed by February 1, 2016.
- j. Prepare an effective method to accomplish a reduction in UCRA fees, as required by statute. To be completed no later than June 1, 2016.
- k. Work with the Federal Motor Carrier Safety Administration, to ensure that entities registering with the agency receive a UCRA prompt. To begin no later than January 1, 2016.
- l. Investigate past and current enforcement by the states of UCRA fee requirements, and recommend improvements. To begin no later than March 1, 2016, and ongoing thereafter.
- m. Additional services may be added by the parties hereto by mutual agreement in writing.

EXHIBIT B
Payment

Independent Contractor Agreement between Unified Carrier Registration Plan, ("UCR Plan") and DSL Transportation Services, Inc. ("DSL") dated as of November 12, 2015.

Compensation

UCR Plan shall pay DSL \$13,000 per month due on November 30, 2015, and the last day of each succeeding calendar month during the term of this Agreement. In the event the term of this Agreement includes less than a full calendar month, UCR Plan shall pay DSL according to the following formula:

$$y \div 30 \times \$13,000$$

Where y equals the number of days during said month that are within the term of this Agreement.

Expenses

DSL will supply all tools, equipment, and supplies required to perform the services under this Agreement.

When the performance of services under this Agreement, or meetings with representatives of UCR Plan, shall require the travel of DSL employees or agents to a location or locations more than one hundred miles from Springfield, Illinois, DSL may submit its expenses of such travel to UCR Plan, which shall reimburse such expenses in accordance with its policies. No other expenses of DSL which may be incurred in the performance of services under this Agreement shall be reimbursed by UCR Plan.