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Dear Applicant:

Thank you for your interest in becoming a user of the Enviromodal Program. The Enviromodal Program offers excellent opportunities for you to grow your business as well as helping improve our environment for generations to come. The following items are necessary to complete the application process:

- Completely read the attached **User Services Agreement**
- Sign and fax back the first page and the signature page to 904.339.9664. The agreement **MUST** be returned with the signature block page completed and signed.
- Fill out and return the REZ-1 customer profile and ACH authorization forms.
- Have access to a High-Speed Internet connection.
- Be ready to help our environment by reducing and eliminating empty highway miles in connection with reducing fuel consumption which will make our environment healthier for all.

What is Enviromodal?

- EnviroModal is a collaboration where companies come together to go beyond the traditional intermodal solutions to help improve our environment for many generations to come.
- Enviromodal is centered on working with shippers, drayage carriers and logistical partners to reload empty available capacity which creates a healthier environment for everyone.
- Enviromodal provides a variety of transportation solutions and technologies to handle our customers shipping needs resulting in reduced highway miles, less fuel consumption and an improved environment.
- Enviromodal favors SmartWay transportation participants.

Benefits of Enviromodal

- Participation in federally approved SmartWay program focused on improving our environment and creating a healthier world.
- Complete reservation visibility and unmatched shipment and reservation management tools.
- Ability to monitor and manage your Enviromodal shipments online 24/7 all in real-time.
- Easy to use equipment reservation process.
- Access to broad billing functionality, online disputes and dedicated area for monitoring disputes.
- Customized access to key information.
- Online, real-time, 24/7 access to available inventory lists available for your open Enviromodal reservation(s).
- Unparalleled access to customer support online, 24/7.
- Comprehensive reporting capabilities to help efficiently manage every aspect of your Enviromodal shipments.

Thank you!!! Enviromodal looks forward to working closely with you while building a strong working relationship and creating a healthier world for everyone. Do not hesitate to communicate with us where we can improve. We encourage you to share with us your thoughts and satisfaction levels.

The EnviroModal Team



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User Services Agreement

This User Services Agreement is effective on the date it is signed the customer, by and between EIS Logistics Inc., operating the Enviromodal program, located at 3131 St. Johns Bluff Road South, Jacksonville, FL 32246 ("EIS") and, the company and address as listed under the customer portion of the signature page (the "Customer") found at the end of this document.

1. Term of the Agreement

This Agreement shall be effective on the date set forth above and will not expire unless terminated by either EIS or Customer with or without cause, but only upon thirty (30) days written notice to the other party, with no further liability except for obligations incurred prior to the termination of the contract.

2. Purpose of the Agreement

The purpose of this Agreement, among the several and many terms and conditions as stated, is to set forth terms under which EIS will make Equipment (as hereinafter defined) available during the term of this agreement for the benefit and use of Customer.

3. Definitions

The following terms shall be defined as set forth below:

"A.A.R Rules" – the rules issues by the Association of American Railroads entitled "Code of Trailer and Container Service Reporting Rules", effective as of April 1, 1987, as amended and supplemented from time to time.

"Customer" – the party with which EIS is contracting under this Agreement.

"Equipment" – EIS owned and/or controlled trailers which will be used and Interchanged to EIS in accordance with terms of this Agreement.

"Handling Carrier" – Customer when it is in control of EIS' equipment.

"Interchange" – the delivery and transfer of Equipment from EIS to EIS and/or EIS to a third-party carrier.

"Interchange Rules" – the rules issued by the Association of American Railroads entitled "TOFC/COFC Interchange Rules Governing the Interchange of, Repairs to, and Settlement for, Trailers and Containers Used in the Trailer/ Container On Flat Car (TOFC/COFC) Service", effective September 1, 1998, as amended and supplemented from time to time.

"Owner" – the Owner of the equipment is EIS.

"Railroad" – those railroads with which EIS has contracted to provide rail service.

4. Service Agreement Particulars

EIS and Customer shall communicate and share information through systems and under agreements provided by and though EIS. Further,

- (i) EIS will provide Customer with real time, online visibility to available Equipment and a process through which Customer may reserve Equipment through REZ-1.
- (ii) Customer will have the ability to cancel and/or modify an existing reservation.
- (iii) Customer will have the ability to manage reservations and requests.



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- (iv) EIS will provide the Customer with usage fee and free time schedules along with any additional charge/incentive schedules, policies and business rules as needed and as outlined in the Enviromodal Program Policies and Procedures document.
- (v) Electronically invoice customers and provide online dispute resolution tools to create and track invoice disputes.
- (vi) Customer will have online, real-time, view of shipments (tracking), statuses and related usage fees.
- (vii) Invoice customers approximately every 15 days.
- (viii) Provide online visibility to invoices and statements.
- (ix) Customer agrees to usage fee and free time schedules along with any additional charge/incentive schedules, policies and business rules as needed as defined in the Enviromodal Program Policies and Procedure document provided with this agreement.
- (x) Funds will be collected by REZ-1 from Customer via ACH in accordance with REZ-1's normal billing and collection schedule.
- (xi) Customer acknowledges and agrees to pay EIS on payment terms of net fifteen days for all services provided pursuant to this Agreement.
- (xii) EIS will provide the Customer with a rail billing service that accepts EDI, fax and online submissions that handles many differing formats and converts them into rail acceptable format(s).
- (xiii) EIS will provide online visibility to line haul rates.
- (xiv) Customer will adhere to the general REZ-1 Policies & Procedures as posted and updated at:
http://channelspeed.rez1.com/policies/REZ-1_Policies_and_Procedures.htm.
- (xv) Where Drayman Carriers are to be utilized, customer agrees to engage drayage carriers that are signatories to the Uniform Intermodal and Interchange Facilities Agreement (UIIA) and an ESI approved Drayman Carrier.
- (xvi) EIS will provide updated Drayman Carrier listings online and will be available when reserving Equipment.
- (xvii) Customer acknowledges and agrees to comply with the railroads circular terms, including but not limited to, the railroads Intermodal rules and policy guides on loading, prohibited and restricted cargoes, storage, demurrage and detention.
- (xviii) Customer shall be joint and severally responsible with the Drayman Carrier for any damage or loss to Equipment provided by EIS.
- (xix) Customer shall be liable for per diem/usage charges and any other charge schedules outlined in this Agreement.
- (xx) EIS agrees to make available to Customer at various locations, which may be amended from time to time, empty clean 48' and 53' dry vans in good working order for use by customer to transport Freight All Kinds commodity shipments to and from points as determined by EIS. EIS MAKES NO GUARANTEES WITH RESPECT TO THE NUMBER OF UNITS OF EQUIPMENT THAT WILL BE AVAILABLE TO CUSTOMER. Customer acknowledges and agrees that the units of Equipment are provided by EIS only to the extent they are available to EIS for customer's use, which shall be determined by EIS in its sole discretion.
- (xxi) Customer will utilize its own equipment and the equipment of independent third-party motor carriers. Customer shall be jointly and severally responsible with the motor carrier for any damage or loss to EIS equipment. Where independent third-party motor carriers are utilized, Customer expressly agrees to engage motor carriers that are signatories to the Uniform Intermodal and Interchange Facilities Agreements. Customer, at its costs and expense, shall return EIS' equipment to the designated terminal location as determined by EIS prior to pick up by customer.
- (xxii) EIS shall not be liable for loss of or damage to any goods transported in or by the Equipment, and Customer agrees to indemnify and hold harmless EIS against any claim arising out of any such loss or damage.



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- (xxiii) Customer shall be solely responsible for any and all expenses incurred in connection with Customer's use of the Equipment.
- (xxiv) Customer shall return each unit of Equipment to the location designated by EIS in good condition, normal wear and tear alone excepted. In the event Customer returns any Equipment to any other location, Customer shall pay all costs incurred by EIS in returning such Equipment to the proper location.
- (xxv) Customer agrees to pay all tariffs, duties, track storage, demurrage, detention charges, handling and loading charges, weight-based fees and assessments, and all other fees, fines or charges that may be assessed by any third party, including the rail carrier or any federal, state or local governmental authority while such Equipment is in customers' care, custody and control.
- (xxvi) Customer shall pay such fees, fines or charges incurred directly to the third party and shall reimburse EIS upon demand for any such fees, fines or charges assessed against EIS.
- (xxvii) Customer shall have the opportunity immediately to inspect each unit of Equipment and shall document any existing damage and shall provide such documentation to EIS prior to loading the Equipment.
- (xxviii) Customer shall be solely responsible for loading each unit of Equipment consistent with all applicable weight limit requirements.
- (xxix) Customer is solely responsible for ensuring that each unit of Equipment is suitable for the transport of the goods to be carried therein. The loading of each such unit of Equipment by customer or its agents shall be conclusive evidence of the fit and suitable condition of each such unit of Equipment for the purpose of transporting the goods then and thereafter loaded in the Equipment. With respect to any unit of Equipment deemed unsuitable for loading by customer or its agents prior to the initial loading hereunder, customer shall be subject to the then current per day/per Equipment charge from and after customer takes possession or control of the Equipment until customer returns such Equipment to EIS.
- (xxx) If Equipment is impounded for any reason, customer shall promptly take whatever steps are necessary or required to ensure that the Equipment is timely returned to EIS. Customer shall be liable for all charges incurred with respect to any release of the Equipment from impoundment.

5. Trailer Maintenance & Repair

Customer agrees to affect servicing and repair on Equipment in its possession when necessary and according to the AAR's TOFC/COFC Interchange Rules. As between EIS and Customer, EIS is the Owner of the Equipment and Customer is the Handling Carrier. Customer's repair responsibility shall be limited to all items listed as Owner's responsibility for repairs as outlined in the AAR's Interchange Rules for TOFC Service.

Customer shall bear the risk of all loss (direct, indirect and consequential), damage or deprivation of use of the Equipment while in its care, custody and control. If a unit of Equipment is lost, stolen or damaged, CARRIER will promptly notify EIS. Further,

- (i) If a unit of Equipment is lost, stolen, or otherwise disappears, or is damaged to such an extent that it cannot, in the opinion of EIS and/or its lessor, be economically repaired to good operating order, condition and appearance, CARRIER shall promptly pay EIS an amount equal to the replacement value of the Equipment. .
- (ii) If the Equipment is damaged while in the care, custody and control of CARRIER, and can be economically repaired in the opinion of EIS and/or its lessor, CARRIER shall within three (3) days of such discovery, repair the Equipment at its sole cost and expense to the specifications of EIS and/or its lessor.
- (iii) CARRIER shall be liable for detention and other charges accruing on the Equipment's detention during the period of repair.



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- (iv) If any Equipment is returned to EIS that has not been repaired in compliance with the specifications provided by EIS, CARRIER shall be liable to EIS for the total actual cost to otherwise fully and adequately repair the Equipment, including necessary Drayman charges, whether or not the damaged Equipment is actually repaired.

6. Indemnification & Insurance

EIS shall indemnify and hold harmless customer its principal, agents, subcontractors, and representatives for any and all third party claims, losses, and damages, expenses including reasonable attorneys' fees that arise from or is in connection with any breach by EIS of any term of this agreement or any negligent acts or omissions or willful misconduct of EIS.

Customer shall indemnify and hold harmless EIS, its principal, agents, subcontractors, and representatives for any and all third party claims, losses, damages, expenses including reasonable attorneys' fees that arise from or is in connection with any breach by customer of any term of this agreement or any negligent acts or omissions or willful misconduct of customer.

Customer shall, at its own cost and expense, maintain the following minimum amounts of insurance with insurance companies acceptable to EIS.

- (i) All Risk Physical Damage Loss insurance in an amount equal to the replacement value of the Equipment, carrying a maximum deductible of no more than \$1,000.00. Such insurance shall be endorsed with a loss payable clause in favor of EIS and its assigns.
- (ii) Comprehensive General Liability insurance, including contractual liability, against claims for bodily injury or death and property damage in an amount not less than \$1,000,000 per occurrence. Said insurance shall be endorsed to name EIS as an additional insured.
- (iii) Automobile Liability Insurance against claims for bodily injury or death and property damage in an amount not less than \$1,000,000 per occurrence. Said insurance shall be endorsed to name EIS as an additional insured.
- (iv) All insurance required hereunder shall be primary insurance up to and including the stated policy limits and not excess over other coverage. All insurance required hereunder shall be endorsed to provide that coverage may not be altered or cancelled by the insurer without thirty (30) days prior written notice to EIS.
- (v) Customer shall furnish EIS with certificates of insurance evidencing coverage in compliance with this Section. At EIS's request, customer shall provide copies of each policy with endorsements.
- (vi) The maintenance of insurance by customer shall not be deemed or construed to suspend, limit or modify any of Customer's obligations under this Agreement.

7. Warranties

CUSTOMER represents and warrants that in connection with its utilization of the Equipment, (i) it is a United States person, citizen or resident of the United States, domestic partnership, domestic corporation or Unites States estate or trust; (ii) it shall use each unit of Equipment for the purpose for which it was designed, in a careful and proper manner; (iii) at its sole cost CUSTOMER shall, comply with all current and future statutes, regulations, rules, ordinances and orders of any governmental or quasi-governmental entity, including, without limitation, environmental statutes, regulations, rules, ordinances and orders, affecting the use, operation or maintenance of the Equipment, all laws and regulations related to handling (including but not limited to blocking, bracing and securing loads) and storage and DOT compliance requirements, daily pre-trip inspections and safety inspections (collectively "Applicable Laws"); (iv) it shall comply with the Equipment manufacturer's loading limitations and avoid abusive handling and concentrated or excessive loads; (v) it shall provide CUSTOMER with any Equipment operation data as may be required by any governmental agency and such data shall be true and accurate; (vi) it will comply with the Interchange Rules provided, however, that in the event of a conflict between the provisions of this Agreement and the Interchange Rules, the provisions of this Agreement shall govern and control; (vii) it will not place in any unit



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of Equipment Hazardous or Regulated Goods (as defined below) or goods containing Hazardous or Regulated Goods, high density poorly secured materials, bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the interior or exterior of the trailers or which could result in injury or damage to subsequent users of the Equipment or make any other use of the Equipment which could result in such injury or damage; (viii) it will obtain, at its own cost and expense all applicable licenses, permits and approvals required for the transportation of all goods to be transported by the Equipment; (ix) it will keep the Equipment free from all liens, claims, encumbrances or any rights of others (collectively, "Liens") and shall immediately notify CUSTOMER upon receipt of notice of any Lien affecting the Equipment in whole or in part; (x) it will at all times during the term of this Agreement conduct its business in connection with this Agreement in a professional manner and not engage in any deceptive, misleading or unethical activity or business practice that may be detrimental to EIS; (xi) that CUSTOMER will not obliterate, alter, remove, conceal or otherwise change or hide from view any identification marks that may be affixed to a unit of Equipment or make any structural alterations, changes or improvements in or to the Equipment or remove therefrom any parts, accessories, attachments or other equipment without EIS's prior written consent; (xii) if CUSTOMER transports a unit of Equipment by road, CUSTOMER shall comply with all commercial motor vehicle marking requirements to reflect that CUSTOMER, not EIS, is the business entity that controls the motor carrier operation, notwithstanding any other identification marks on said Equipment.; and (xiii) shall not permit any unit of Equipment to be moved beyond the territorial limits of the continental United States without the prior written consent of EIS.

For purposes of this Section, the term Hazardous or Regulated Goods shall mean any chemical, substance, waste, material, pollutant, contaminant, equipment or fixture defined as or deemed hazardous or toxic or otherwise regulated by or under (i) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001, *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, *et seq.*; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*; (ii) the United States Environmental Protection Agency, the United States Food and Drug Administration, the United States Department of Agriculture, the United States Drug Enforcement Administration, the Alcohol and Tobacco Tax and Trade Bureau, and analogous regulatory agencies; (iii) any state, county, municipal or local statutes, laws or ordinances, common law, or other federal laws similar or analogous to the foregoing statutes; (iv) any amendments to the foregoing statutes, regardless of whether in existence on the date hereof; (v) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or implementing the foregoing statutes; and (vi) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like in effect now or in the future relating to environmental, health or safety matters or matters related to the transportation of goods.

At the sole discretion of EIS, and only if EIS has knowledge, EIS may take or may permit any EIS approved third party, including a government authority, to take any action that EIS deems appropriate or necessary in relation to any goods or freight that EIS reasonably suspects violates the foregoing warranties or may present a danger to persons, property, or the environment (collectively the "Suspect Goods") at CARRIER'S sole expense. CARRIER hereby fully and completely releases and forever discharges EIS and its affiliates from and against all claims arising out of or caused by Suspect Goods.

8. Title

As between EIS and CUSTOMER, title to all goods transported in the Equipment is and shall remain at all times with CUSTOMER and shall not pass to EIS under any circumstances.

Title to the Equipment is and shall remain at all times with EIS or its lessor, and nothing herein shall be deemed to grant to CUSTOMER any rights in and to the Equipment, other than the rights expressly granted herein.



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9. Disclaimer of Warranties

THE EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS", AND EIS HAS NOT MADE, AND HEREBY DISCLAIMS LIABILITY FOR, AND CUSTOMER HEREBY WAIVES ALL RIGHTS AGAINST EIS RELATING TO, ANY AND ALL WARRANTIES, REPRESENTATIONS OR OBLIGATIONS OF ANY KIND WITH

RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING ANY OF THE SAME RELATING TO OR ARISING IN OR UNDER (a) *MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE*, (b) COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, OR (c) TORT (WHETHER OR NOT ARISING FROM THE ACTUAL, IMPLIED OR IMPUTED NEGLIGENCE OF EIS OR STRICT LIABILITY) OR THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW WITH RESPECT TO THE EQUIPMENT, INCLUDING ITS TITLE OR FREEDOM FROM LIENS, FREEDOM FROM TRADEMARK, PATENT OR COPYRIGHT INFRINGEMENT, FREEDOM FROM LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE), CONDITION, MANUFACTURE, DESIGN, SERVICING OR COMPLIANCE WITH APPLICABLE LAW; IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN CUSTOMER AND EIS, ARE TO BE BORNE BY CUSTOMER; AND EIS'S AGREEMENT TO ENTER INTO THIS AGREEMENT IS IN RELIANCE UPON THE FREEDOM FROM AND COMPLETE NEGATION OF LIABILITY OR RESPONSIBILITY FOR THE MATTERS WAIVED AND DISCLAIMED HEREIN.

10. Limitation of Liability

CUSTOMER ACKNOWLEDGES THAT EIS IS NOT A SELLER, SUPPLIER OR MANUFACTURER (AS SUCH TERMS ARE DEFINED OR USED, AS THE CASE MAY BE, IN THE UNIFORM COMMERCIAL CODE), OR DEALER, NOR A SELLER'S OR A DEALER'S AGENT. CUSTOMER FURTHER ACKNOWLEDGES THAT EIS IS NOT PROVIDING FREIGHT FORWARDING OR OTHER TRANSPORTATION SERVICES UNDER THIS AGREEMENT AND THE TRANSPORTATION OF CUSTOMER' GOODS WILL BE GOVERNED UNDER A SEPARATE CONTRACT FOR CARRIAGE BETWEEN THE CUSTOMER AND ITS CARRIER.

EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR SUPPLIERS, BE LIABLE TO THE OTHER WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST A PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EIS IS NOT RESPONSIBLE FOR ANY INJURIES, DAMAGES, PENALTIES, CLAIMS OR LOSSES, INCLUDING LEGAL EXPENSES, INCURRED BY CUSTOMER, CUSTOMER' CUSTOMERS, CONSIGNEE(S), MANUFACTURERS, SUPPLIERS, AGENTS OR SUBCONTRACTORS OR ANY OTHER PERSON OR PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY CAUSED BY THE TRANSPORTATION, SELECTION, POSSESSION, MODIFICATION, MAINTENANCE, CONDITION, OPERATION, USE, RETURN OR DISPOSITION OF THE EQUIPMENT WHILE UTILIZED BY EIS AND EIS SHALL HAVE NO LIABILITY FOR ANY LOSS OF OR DAMAGE TO ANY GOODS OR OTHER TANGIBLE PROPERTY HANDLED OR CONTAINED IN THE EQUIPMENT. WITHOUT LIMITING THE LIMITATIONS SET FORTH IN THIS AGREEMENT, AND EXCEPT FOR EIS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EIS', OR ITS AFFILIATES OR SUPPLIERS, CUMULATIVE LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER EXCEED \$1,000.

11. Force Majeure

A party shall be excused from its obligations hereunder to the extent that it is prevented or delayed in such performance by any of the following conditions of force majeure: Act of God, act of the public enemy,



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authority of law, fire, explosion, lockout, strike, war, insurrection, flooding, derailment, terminal and ramp congestion, or other like causes beyond its reasonable control. The party claiming force majeure shall promptly notify the other party, but no later than two (2) days from the date it learns of the existence of a force majeure condition and will similarly promptly notify the same party but no later than two (2) days when the force majeure condition has ended. Conditions of force majeure shall not include events that could have been prevented by the non-performing party's reasonable precautions, and could have been reasonably circumvented by the non-performing party through the use of commercially reasonable substitute services, alternate sources, work-around plans, and the implementation of commercially reasonable security measures or disaster recovery plans. The nonperforming party shall not be excused under this Section for (i) any non-performance of its obligations under this Agreement having a greater scope or longer period than is justified by the force majeure event, or (ii) the performance of obligations that should have been performed prior to the force majeure event.

12. Assignment

Neither this Agreement or any interest herein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party, except that without securing such prior consent, either Party shall have the right to assign this Agreement to its parent or any wholly owned subsidiary of its parent, provided the assigning Party shall remain liable and responsible to the other Party hereto for the performance and observance of all such obligations.

13. Notices

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given when delivered electronically or personally or when mailed by certified or registered United States mail, postage prepaid, addressed to the parties at the end of this agreement.

14. Applicable Law

This Agreement shall be governed by the laws of the State of Florida, without regard to the principle of conflicts of laws. In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in Florida, Duval County. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling.

15. Waiver of Provisions

Failure of a party, in one or multiple instances, to insist upon the performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by a party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

16. Warranty of Authority

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she is a duly authorized representative of his/her respective company and has full authority to sign and to legally bind the party.

17. Severability

If any term, provision, covenant, condition or portion of this Agreement is held invalid or unenforceable for any reason, the remaining terms, provisions, covenants, conditions or portions of this Agreement shall remain in effect. The Parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, the Parties will immediately negotiate a replacement.



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18. Article Headings

The articles headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

19. Effective Date

The effective date of this Agreement shall be the date of the last signature below.

20. Entire Agreement

This Agreement, including the attachments referenced herein, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements. It shall not be varied by any oral agreements or representations, or otherwise, except by an instrument in writing of subsequent date hereto duly executed by authorized representations of the Parties.

21. Relationship

The relationship between EIS and CUSTOMER shall be deemed that of independent contractors and shall not be construed to be that of employer and employee, or to constitute a partnership, joint venture or agency of any kind. Nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of each party shall only be those expressly set forth herein. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the day-to-day activities of the other, or to permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of the other party for any purpose.

22. Qualifications and Payment Terms

Customer shall remain in good credit and payment standing as measured by EIS in its sole discretion, throughout the term of the Agreement. Customer acknowledges that its failure to remain in good standing or failure to make timely payments may result, in addition to any other remedies available to EIS, in the imposition of finance charges, requirement for pre-payment of services, lost visibility of EIS assets in REZ-1, or the immediate termination of this agreement by EIS.

Customer acknowledges and agrees to pay EIS on payment terms of approximately 15 days from the completion of the reservation. Any amounts not received within 30 days of the completed shipment/reservation are deemed late and will be subject to interest at a rate of 18% per annum. In the event that EIS incurs collection expenses to recover any monies owed by customer, customer shall pay EIS all collection expenses, including reasonable attorney fee, if any. Customer agrees to make payment under this agreement utilizing ACH procedures as determined by EIS.

23. Parties and Notices

This Agreement may not be transferred or assigned without the written permission of the other parties. Any notice given under this agreement must be in writing and sent via certified mail to the addresses of the parties at the end of this Agreement.

24. Confidentiality

"Confidential Information" shall mean the terms and conditions of this agreement, and the information that is proprietary to or held in confidence by EIS and customer or their affiliates, including but not limited to pricing formulas and data, origin and destination information, cost data, financial information, operating procedures, business plans and strategies.



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All parties agree to hold in confidence any Confidential information of the disclosing party acquired during the Term, not to disclose the Confidential Information to any outside parties, nor use the Confidential Information for any purpose except as contemplated by this agreement. Any party may disclose Confidential Information to the extent required by a governmental agency or under a court order, provided that the party subject to legal requirements has notified the other parties of such governmental or court action prior to disclosure.

All parties acknowledge the value of the Confidential Information to the other parties and the inadequacy of money or damages in the event of breach or threatened breach and agree that the other parties shall be entitled to obtain an injunction against a breach of these confidentiality obligations from any court of competent jurisdiction immediately upon request, without being required to post bond or prove that damages are inadequate.



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User Services Agreement - Signature Page

Enviromodal

Company: Enviromodal
Name: Doug Baland

Signature: _____
Title: Program Director

Date: _____

Customer

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Name (print): _____

Signature: _____

Title: _____

Date: _____

(Fax to 904.339.9664 or scan & email to signmeup@enviromodal.com)