

NORTH AMERICAN TRANSPORTATION SAFETY ALLIANCE, LLC  
DRUG TESTING SERVICES AGREEMENT

North American Transportation Safety Alliance (NATSA), a Limited Liability Corporation with its principal office at 142 Whitten Road, Augusta, Maine 04332-0857. NATSA and Customer agree to the terms of this drug testing services agreement (the "Agreement") as follows:

1. Obligations of NATSA. NATSA, in coordination with FLEETSCREEN, LTD, hereby agrees to establish and coordinate a drug testing program for Customer which include the following:
  - a. Laboratory testing services for the test panel for specimens belonging to Customer's participants, by a Substance Abuse Mental Health Services Administration (SAMSHA) certified laboratory in accordance with SAMSHA Guidelines and , if required, Title 49, Part 40 of the Code of Federal Regulations promulgated by the Department of Transportation ("DOT").
  - b. Supplying of collection bottles, mailing containers and all required forms to the collection sites at no cost to Customer, unless delivery is required by Customer on less than ten (10) days notice. In such cases, Customer must pay overnight delivery fees, if any.
  - c. Arranging for overnight express courier transportation of the specimens to the laboratory from the collection sites at no cost to Customer.
  - d. Medical review of negative and positive test results by a licensed physician Medical Review Officer ("MRO") and physician maintenance of all medical records as required by law.
  - e. Reporting of negative test results to Customer within twenty-four (24) hours after receipt by FLEETSCREEN from the laboratory, reporting of positive test results to Customer within twenty-four (24) hours after MRO consultation with the positive donor, and providing Statistical Summary Reports to Customer as required by federal laws or regulations.
  - f. Random drug testing services, in accordance with federal guidelines or as otherwise agreed.
2. Obligations of Customer. Customer hereby agrees:
  - a. To pay FLEETSCREEN for services rendered by FLEETSCREEN or any service providers contracted by FLEETSCREEN under the terms of this agreement.
  - b. To provide FLEETSCREEN with the names and addresses of the collection sites for delivery of specimen collection kits, if Customer does not receive kits directly.
  - c. To provide NATSA with the information necessary to provide the random drug testing services.
3. Term. This agreement shall begin on \_\_\_\_\_ and shall continue for an initial term of one (1) year and shall automatically renew for one (1) year terms unless terminated upon written notice by either party at least ninety (90) days prior to the term or as otherwise allowed in this Agreement.
4. Agreement. Customer agrees that during the term of this Agreement the Company's drug testing will be coordinated by NATSA and performed pursuant to this Agreement.
5. Payment Terms. Customer agrees to pay all fees required under this agreement within thirty (30) days after the date of the invoice covering such fees. Customer agrees to pay interest at the lesser of one and one half percent (1 ½%) per month and the highest rate allowable by law for any amounts not paid within thirty (30) days.
6. Fees. Customer agrees to pay the any fees in accordance with this Agreement.
  - a. Customer agrees to pay enrollment and renewal fees, if any.
  - b. Customer agrees to pay twenty-five dollars and fifty cents (\$25.50) per drug test. This fee includes MRO services, but does not include collection fees.
  - c. Customer agrees to pay any miscellaneous fees in accordance with any prices published by FLEETSCREEN from time to time for any additional services not covered by the Agreement.
  - d. NATSA and FLEETSCREEN agrees that the fees listed above may only be changed upon written notice at least one hundred twenty (120) days prior to change unless the parties otherwise mutually agree. Notwithstanding the above, if Customer's drug testing is pursuant to a government mandated program and the government requires additional testing during the term of this Agreement, NATSA and/or FLEETSCREEN may make price adjustments for such expanded or modified testing with thirty (30) days notice before such expanded testing begins. Upon any such notice, Customer will be deemed to agree to the price increase unless it notifies NATSA and/or FLEETSCREEN that it is terminating this Agreement before any new testing begins.
7. Test Result Information. Customer agrees that FLEETSCREEN is the sole entity designating the MRO for Customer and hereby authorizes FLEETSCREEN to designate the MRO to the laboratory performing the drug testing. Customer agrees to adhere to all published regulations of the DOT regarding confidentiality of the drug testing results as well as any state or federal laws regarding confidentiality. FLEETSCREEN will only deliver test results directly to the Designated Employer Representative (DER). FLEETSCREEN shall not be responsible for any communications that are not received by the Customer due to a change in the DER that was not communicate to FLEETSCREEN.
8. Indemnification. Customer hereby agrees to indemnify NATSA and/or FLEETSCREEN and their controlling persons, officers, directors, employees and agents (individually, a "NATSA and/or FLEETSCREEN Indemnified Party") and to hold NATSA and/or FLEETSCREEN and each of their Indemnified Party harmless from and against any costs, losses, claims, liabilities, fines, penalties, damages and expenses, including reasonable attorneys' and accountants' fees, including those arising from acts or omissions which may constitute negligence, (collectively the "Claim(s)", arising out of or resulting from:
  - a. Any failure or any alleged failure by Customer (or any of its officers, directors, employees or agents) to carry out any responsibility assigned to or assumed by it under this Agreement; or
  - b. Any Claim made by Customer or any other person or entity against NATSA and/or FLEETSCREEN or their Indemnified Party based on Customer's performance or failure to perform its obligation under this Agreement.

NATSA and/or FLEETSCREEN hereby agrees to indemnify Customer and Customer's controlling persons, officers, directors, employees and agents (individually, a "Customer Indemnified Party") and to hold Customer and each Customer Indemnified Party harmless from and against and costs, losses, claims, liabilities, fines, penalties, damages and expenses, including reasonable attorneys' and accountants' fees, including those arising from acts or omissions which may constitute negligence, (collectively the "Claim(s)", arising out of or resulting from:

- a. Any failure or alleged failure by NATSA and/or FLEETSCREEN (or any of their officers, directors, or employees) to carry out any responsibility assigned to or assumed by them under this Agreement; or
  - b. Any Claim made by NATSA and/or FLEETSCREEN or any other person or entity against Customer or a Customer Indemnified Party based on NATSA's and/or FLEETSCREEN's performance or failure to perform its obligation under this Agreement.
9. Notice. Any notice required or permitted by any party to this agreement shall be in writing and may be delivered personally to the party being given notice or to the person in charge of the office of the party being given notice or by mail or telecopy, at the party's address indicated below, and any notice will be effective upon delivery in case of personal delivery, delivery by regular mail or by telecopy, and upon deposit in the mail in the case of delivery by certified or registered mail, return receipt requested, postage prepaid.
10. Governing Law. The Agreement shall be construed in accordance with the laws of the State of Maine, without giving effect to conflict of laws.
11. Terminology. The headings in this Agreement are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Wherever required by context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.
12. Amendment. This Agreement, including any provisions hereof, may be amended only by written agreement executed by all parties to this Agreement.
13. Parties. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs, and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision contained herein.
14. Severability. To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule or regulation, and shall not otherwise affect any other provisions of this Agreement.
15. Advise of Counsel. Each of the parties agrees and represents that such party has been represented by each party's own separate counsel with regard to the execution of this Agreement or that, if acting without counsel, that such party has had adequate opportunity and understands the importance to such party's interest in obtaining the advise of such party's own separate counsel prior to the execution of this Agreement and has knowingly and freely waived the right to obtain advise of such party's own separate counsel.
16. Corporate and Partnership Authority. Each individual executing this Agreement on behalf of a corporation or partnership individually represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the corporation or partnership in accordance with the articles of incorporation, bylaws, and if required, a duly adopted resolution of the Board of Directors of the corporation, or the partnership agreement of the partnership; and that this Agreement is binding upon the corporation or partnership in accordance with its terms.
17. Jurisdiction and Service of Process. Both parties hereby irrevocably consents to the jurisdiction of the courts of the State of Maine and of any federal court located in such State in connection with any action or proceeding arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument.
18. Venue. The parties hereto consent that the venue of any action brought under this Agreement shall be in Kennebec County, Maine.
19. Entire Agreement. This Agreement and any addenda, exhibits and attachments which are attached hereto constitute the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements, no other representations having induce the parties to execute this Agreement. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein or attached hereto were made by any party, and none shall be of any force or effect with reference to this Agreement.

EXECUTED on the date or dates below written and effective on the latest date.

MMTA  
10 Liberty Square, 5<sup>th</sup> Floor  
Boston, MA 02109

CUSTOMER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anne M. Lynch, Executive Director

By: \_\_\_\_\_

Title: \_\_\_\_\_