

Sample Agreement Please Do Not Use



One Network Enterprises™

ONE NETWORK INTEGRATION AGREEMENT FOR TRANSPORTATION SERVICE PROVIDERS

This Integration Agreement ("Agreement") is between One Network Enterprises ("One Network") and _____ (Transportation Service Provider") and is effective as of the following date: _____.

This Agreement grants the Transportation Service Provider a non-exclusive, non-transferable right and license to transact and integrate with the One Network system/network through the specified form(s) of integration.

The Transportation Service Provider will be able to connect to the network via inbound and outbound:

- SFTP (secure file transfer protocol) if using EDI or CSV integration
- AS2 if using EDI or CSV integration
- HTTPS if using API integration

Please work with your technical resources and check the boxes below for the desired form(s) of integration:

- ☐ EDI X12 via SFTP
- ☐ EDI X12 via AS2
- ☐ EDI EDIFACT via SFTP
- ☐ EDI EDIFACT via AS2
- ☐ CSV via SFTP
- ☐ CSV via AS2
- ☐ One Network Carrier API



Technical Contact Information

Please list your technical resources that will need to work with One Network to implement this integration (Name/Phone/Email Address):

If your company is not handling this integration in house but is using a third-party integration provider like a VAN (Value Added Network), please list the company name of that third-party integration provider that One Network will need to work with:

The specifics of this Agreement are as follows:

1. One Network agrees to provide, and Transportation Service Provider agrees to use all or some of the One Network Integration Service defined in Appendix A.
2. Before integration can be activated, the Transportation Service Provider must have an active user account that has access to the One Network system User Interface (UI) / Portal and has thereby agreed to the One Network Member Agreement terms. The Transportation Service Provider confirms agreement with these terms.
3. The Transportation Service Provider will pay any applicable fees as defined in Appendix A.
4. The Integration Service may only be used by the Transportation Service Provider's authorized users.

Transportation Service Provider Company Name in One Network: _____

SCAC or other Transportation Authority Identification Number in One Network: _____

APPENDIX A

INTEGRATION SERVICE

I. Integration Service Details

Integration is an optional service offered by One Network. The Transportation Service Provider can use this Integration Service to perform certain transactions in the One Network system/network.

The Shipper you are working with will define the specific transactions/messages to be used and supported via integration.

Some standard EDI messages supported by One Network include:

- Motor Transportation Load Tender
- Response to a Load Tender
- Transportation Shipment Status Message
- Motor Transportation Freight Details
- Invoice

Some standard API messages supported by One Network include:

- Tender Exchange: Shipper will send a Booking / Shipment Details (Tender) message to Transportation Service Provider, and Transportation Service Provider will respond to the Tender. A Shipper may send a Tender Cancellation or Tender Update message as needed.
- Activate Movement for Tracking: Shipper will send a request to the Transportation Service Provider to activate tracking for a Movement.
- Shipment Tracking: Transportation Service Provider will send shipment status updates or location updates for all transportation modes at the Movement or Shipment level. High frequency location updates from IoT devices are also supported.
- Proof of Delivery (POD): Transportation Service Provider will provide proof of delivery.
- Vehicle Assignment: Transportation Service Provider will allocate a vehicle to a Movement in One Network to support ELD tracking operations.

Some standard CSV messages supported by One Network include:

- Shipment Tracking: Transportation Service Provider will send shipment status updates or location updates for all transportation modes at the Movement or Shipment level.
- Invoicing: Transportation Service Provider will send an invoice for a transportation order.
- Vehicle Assignment: Transportation Service Provider will allocate a vehicle to a Movement in One Network to support ELD tracking operations.

II. Integration Service Testing and Verification

Once this Agreement has been signed, One Network's technical team will contact the Transportation Service Provider to provide One Network's Integration Specification documents and answer any related questions.

Integration will first be configured in One Network's test environment and access credentials will be provided to the Transportation Service Provider. The technical team will work with the Transportation Service Provider to test integration in the test environment.

Once testing is completed and successful, the Transportation Service Provider will provide confirmation to the technical team. Integration will then be configured in One Network's Production environment and access credentials will be provided to the Transportation Service Provider.

The technical team will work with the Transportation Service Provider to determine their go-live date for integration in Production. On the agreed-upon go-live date, the technical team will promote the integration configuration to Production.

This completes the Integration Service testing and verification process, and the Transportation Service Provider would now be live with integration in Production.

III. Integration Service Fees

One Network Integration Service fees apply as shown below:

- a) A one-time \$1,000.00 activation fee which includes 4 hours of free support during the activation period prior to going live in Production. Note – activation involves configuring integration in One Network’s test environment and testing the supported integration transactions/messages.
- b) An annual \$1,250.00 subscription fee which includes 8 hours of free support per year. Note – this fee applies once integration is configured and lives in One Network’s Production environment.
- c) A \$175.00 per hour fee for any requested support over the free support hours defined in paragraphs a and b above.
- d) All support requests related to integration will be logged as a thirty (30) minute minimum amount and then in additional thirty (30) minute increments. Time spent by One Network on a support request that is identified by One Network as a result of an issue with the One Network system will not be incurred by the Transportation Service Provider.
- e) Fees are payable by ACH or credit card. The activation fee will be invoiced upon the execution date of this agreement. The annual subscription fee will be invoiced upon the date of Production go live and the anniversary date in each subsequent year. Interest will be charged at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less, on all unpaid amounts, 30 days after the invoice date.

This Agreement is executed by the duly authorized representatives listed and signed below as of this agreement's effective date.

Transportation Service Provider

Signature: _____

Printed Name: _____

Title: _____