MANDATORY INSURER REPORTING AND MEDICARE SECONDARY PAYER COMPLIANCE SERVICES AGREEMENT

This agreement is between Franco Signor LLC of Bradenton, FL (herein "FS") and Trindel Insurance Fund (herein "Customer") for compliance with Customer's obligations under 42 U.S.C. §1395y(b), the Medicare Secondary Payer Act (MSP).

In consideration of the premises and the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged the Parties hereto, intended to be bound, and being fully advised in the premises, do covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.1. "Claimant" means a person who is covered by any insurance (including self-insurance) programs of Client and/or insurance (including self-insurance) programs administered by Client.

1.2. "CMS" means the Centers for Medicare & Medicaid Services, the Federal Agency responsible for the administration of Medicare.

1.3. "Customer" means Trindel Insurance Fund and any of its subsidiaries, permitted affiliates, successors or permitted assigns.

1.4. "Effective Date" means the date in the preamble of this Agreement.

1.5. "FS" means Franco Signor LLC of Bradenton, FL and any of its subsidiaries.

1.6. "MSP" means Medicare Secondary Payer Act found at 42 U.S.C. §1395y(b)

1.7. "MIR" means electronic reporting of Non-Group Health Plan claims as required by 42 U.S.C. §1395y(b)(8), commonly known as Section 111 of the Medicare & Medicaid SCHIP Extension Act of 2007 (P.L. 110-173)

1.8. "MIR Services" means the Franco Signor LLC products and services for Customer to satisfy its Mandatory Insurer Reporting obligations.

1.9. "MMSEA" means Medicare & Medicaid SCHIP Extension Act of 2007 (P.L. 110-173).

1.10. "MMSEA User Guide" means CMS policy guide governing implementation of MIR reporting commonly known as MMSEA Section 111 Medicare Secondary Payer Mandatory Report - Liability Insurance (Including Self Insurance), No-Fault Insurance, and Workers' Compensation User Guide Ver.4.0, dated 10/7/2013) or as that User Guide is updated from time to time.

1.11. "MSP Services" means the Franco Signor LLC products and services, exclusive of their Mandatory Insurer Reporting products and services for Customer to satisfy their obligations to reimburse Medicare its conditional payments and/or protect Medicare's interest with regard to a settlement, judgment or award involving a Medicare beneficiary Claimant or reasonably expected Medicare beneficiary Claimant.

1.12. "NGHP" means Non-Group Health Plan which are workers' compensation law or plans, automobile or liability insurance policies or plans, no-fault insurance plans and self insurance.

1.13. "ORM" means Ongoing Responsibility for Medicals by Customer for their claims in which Medicare requires reporting of determination and/or termination of medical responsibility for a claim consistent with MMSEA User Guide or updated CMS policies.

1.14. "Operating Rules" means policies and procedures regarding the use of the Service which are established by FS and published over the MIR Service, which may be amended from time to time without advance notice.

1.15. "Party" or "Parties" means "FS" and "Customer" collectively.

1.16. "RRE ID#" means Responsible Reporting Entity Identification Number as more particularly described in the MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting - Liability Insurance (Including Self-Insurance), No-Fault Insurance, and Workers' Compensation User Guide Ver. 4.0 and as amended from time to time.

1.17. "TPOC" means Total Payment Obligation to Claimant and represents the amount related to a settlement, judgment or award of Customer's claims for which Customer must report under applicable MMSEA User Guide or updated CMS policies.

ARTICLE 2 – FS PRODUCTS, SERVICES & OBLIGATIONS

2.1. MIR Services.

2.1.1. FS shall license to Customer its MSP Comply software subscription which will allow Customer through a Secured File Transfer Protocol ("SFTP") server to query their Claimants for Medicare status and be provided a return notification for Medicare matches after the query is executed via the licensed software.

2.1.2. FS will launch the Medicare Query Function upon receipt of all required fields of information from Customer through various methods of electronic transfer and return matches. The frequency of the Medicare

Query Function and response files for matches will be conducted in a manner consistent and within acceptable industry practices, regulatory requirements, or CMS policies in force at the time of transmission and receipt, including applicable MMSEA User Guide.

2.1.2. The MSP Comply SFTP software subscription licensed by FS also allows Customer to complete ORM and TPOC reporting as required by MIR; and will maintain matched Medicare beneficiary claims returned by query. Customer shall also have the ability through the licensed software to manually upload known Medicare beneficiary claimants that were not query matched but based on MMSEA User Guide or updated CMS polices require ORM or TPOC reporting.

2.1.3. FS will transmit CMS error notices returned based on the ORM and TPOC Customer data provided by Customer for their immediate correction within the licensed MSP Comply software (or other method as designated by Customer in writing) and FS will transmit corrected records to CMS in a time and manner consistent with all MIR requires in force by CMS at that time.

2.1.4. FS agrees and understands that all data provided to them by Customer is the property of Customer and FS shall return the property upon termination of this agreement to Customer and in accordance with any obligations herein.

2.1.5. FS shall comply with all MIR requirements in force by CMS at time of transmission and receipt; and shall in writing inform Customer what information must be provided to FS within specific timeframes for Customer to meet the MIR requirements of CMS or any of its affiliates.

2.1.6. FS agrees to provide timely responses to Customer. Data validation, response files, error reports, and any other transmitted data which requires client entry and/or correction shall be transmitted by FS within five (5) business days of receipt and/or knowledge thereof.

2.1.7. FS agrees to maintain sufficient back-up of data stored in their systems with the ability to have Service restored within five (5) business days.

2.2. MSP Services.

2.2.1. FS upon referral by Customer shall provide Medicare Part A and Part B conditional payment resolution services to resolve conditional payments which may include any one or all of the following: 1) COBC Notification; 2) Medicare Verification (telephonic); 3) Medicare & SS verification request; 4) Obtain Conditional Payment Letter; 5) Evaluate/Dispute/Negotiate Conditional Payments with Medicare; 6)

Update Conditional Payments; 7) Process for Final Demand; 8) Release Review; 9) Risk & Compliance Action Plan; 10) Comprehensive MSP Services ; 11) Expert Compliance Services, 12) MSA Opinion; 13) MSA; and/or 14) MSA Approval Submissions.

2.2.2. FS Service level is dependent on specific claim facts or clear instructions of the Customer. Where applicable service level is unclear from referral, FS shall quote the appropriate service for Customer's approval and seek same before any engagement of service. Where appropriate, FS will quote lien resolution services for: 1) Medicare Advantage (Part C); 2) Part D Medicare Prescription; and 3) Applicable State Medicaid Program, but only if situation is Customer identified or information is provided by Claimant or obvious from records supplied with referral.

2.2.3. FS will complete all authorized MSP Services in a reasonable time frame and provide activity reports to Customer or Customer's designated representative.

2.2.4. FS within fifteen (15) days after receipt of Customer's MSP compliance protocol/policies for claims handlers shall set up an initial training date at Customer's location where it has the largest concentration of Customer's claims personnel. FS shall use its best efforts to complete training within forty-five days of the Effective Date of this Agreement, but the time-frame is dependent on when Customer provides requested materials. Training shall not exceed four (4) hours and may be recorded by Customer for later use as reinforcement training or for other Customer claim personnel locations that adjust claims subject to this Agreement.

2.2.5. Initial training and reinforcement training (so long as Agreement is in force) shall cover: 1) FS MSP Services; 2) FS Methods of Referral for MSP Services; 3) Coordination of FS MIR Services with FS MSP Services and best practices to improve Customer's MSP compliance. Training shall include a detail explanation of each MSP Service, and triggers for Customer's personnel to make a referral, including any recent MSP law updates relevant for Customer claims personnel efficient administration of MSP compliance.

2.2.6 FS shall have available for Customer's representatives an electronic MSP referral form easily accessible from the internet.

ARTICLE 3 – OBLIGATIONS OF CUSTOMER

3.1. Customer will coordinate the registration of their Responsible Reporting Entities "RRE's" as required by MMSEA User Guide or applicable CMS Policies.

3.2. Customer will designate FS as its "Account Manager", as that term is defined in the MMSEA User Guide, and such designation shall extend to include the MSPRC Portal.

3.3. Customer will transmit to FS only correct information on claimant(s) and bear responsibility for any damages of any nature resulting from the transmission of incorrect or incomplete information.

3.4. Customer shall transmit all information required by FS to file the report with CMS at least thirty (30) days prior to TPOC/ORM reporting period as assigned to each of Customer's RRE by CMS.

3.5. Customer shall upload to FS the CMS required information for processing a Medicare Query which unless otherwise stated herein shall include: 1) Claimant First Name; 2) Claimant Last Name; 3) Claimant Date of Birth; 4) Claimant Gender; and 5) Claimant Social Security Number. FS reserves the right to supplement the required information from Customer based on changes to MSP law, regulations, MMSEA User Guide and updated CMS Policies.

3.6. Customer shall deliver to FS the CMS required information (set forth in CMS MMSEA User Guide Ver. 4.0) and reporting date secured during the RRE registration and/or renewal process. FS reserves the right supplement the required information from Customer based on changes to MSP law, regulations, MMSEA User Guide or updated CMS Policies.

3.7. Customer shall correct error reports received from FS and CMS in a timely manner to ensure timely reporting and avoid MIR penalties.

3.8. Customer shall provide updated claims data in a timely manner for accurate reporting to CMS and avoidance of MIR penalties.

3.9. Customer will communicate in a timely manner any changes to their CMS profile information, primary contact, and any other changes that may affect FS' ability to accurately report on behalf of the Customer, included but not limited to any updates to the reporting profile as required by Medicare.

3.10. Customer will cooperate in preparing and providing documents necessary to complete MSP compliance services as reasonably requested by FS.

3.11. Customer will provide within fifteen (15) days of the Effective Date all applicable Policies, Protocols and Best Practices associated with their MSP Compliance program to FS for review and preparation of training materials.

ARTICLE 4 - HIPAA COMPLIANCE. Both parties acknowledge and are aware of their responsibilities related to confidentiality of Protected Health Information (PHI) and to fully comply with all regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), FS and Customer agrees as follows:

- to not use or disclose PHI other than as permitted by this Agreement or as required by law;

- to at all times maintain and use appropriate safeguards to prevent use or disclosure of any PHI other than as set forth in this Agreement;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Customer creates, receives from its Clients, maintains, or transmits to FS;

- report to Customer any use or disclosure of any PHI of which it becomes aware that is not permitted by this Agreement;

- report to Customer any Security Incident involving Customer's (or Customer's Clients') Electronic PHI of which it becomes aware;

- make available the information required for Customer to provide an accounting of disclosures, in accordance with the HIPAA Privacy Rule;

- where necessary execute Customer's HIPAA Business Associate Agreement

ARTICLE 5 - SERVICE FEES. MIR Service Fees are set forth in Exhibit A. MSP Compliance Service Fees are set forth in Exhibit B. Unless otherwise stated, FS will invoice customer within 30 days of incurring the service and payment is due upon receipt. If Customer's account becomes more than 30 days past due, FS reserves the right to block Customer from adding new claims to the MIR Service and/or suspend MSP Service work until the account is brought current.

ARTICLE 6 - LICENSE. FS grants to Customer a nonexclusive license (the "License") to use the Software in the United States, Canada, and Puerto Rico, subject to the terms and conditions of this Agreement. The license is non-transferable and non-assignable. FS will provide to Customer a unique login identification and password to gain access to the Software. Customer will not reveal the identification and password to users who are unauthorized by Customer. Customer may not (a) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (b) modify, translate, or create derivative works based on the Software or Documentation; or (c) sublicense, rent, lease, distribute, assign, or otherwise transfer rights to the Software or the Documentation. Customer acknowledges that the Software belongs to FS. Customer will keep confidential and use its best efforts to prevent and protect the contents of the Software from unauthorized use or disclosure. FS reserves the right to modify the Software at any time and will notify Customer by e-mail after any material change. FS will use commercially reasonable efforts to ensure the Software is accessible during normal business hours, excluding scheduled maintenance periods. Customer acknowledges that, because the Software is delivered over the Internet, interruptions or slow service may occur. Customer will, at Customer's cost, (a) obtain and maintain all computer hardware, software, and communications equipment necessary to access and operate the Software, and (b) pay all third-party access charges (e.g., ISP, telecommunications) incurred by Customer while

using the Software. If Customer purchases any third party software from FS, FS will pass through warranties covering such third party software to Customer, to the extent permitted by such warranties.

ARTICLE 7 - SECURITY AND DATA; ALLOCATION OF RISKS CONCERNING TRANSMISSION OF DATA OVER THE INTERNET. FS will use commercially available security software for encryption of Customer's data transmitted over the Internet. Customer acknowledges that transmission of data over the Internet may not always be secure. Customer acknowledges that its data that will be transmitted over the Internet will include medical information, social security numbers and other highly confidential information that is needed for certain federal reporting requirements. Customer agrees and acknowledges that under the terms of this Agreement Customer (and not FS) is accepting all risks concerning the compromise of Customer's data by all transmission(s) of this data over the Internet except that due to error, fault or negligence of FS. Customer agrees and assumes all responsibility to any individuals or individuals whose personal information may be compromised by transmission of it over the Internet once FS establishes that it has used commercially available security software to encrypt Customer's data except that Customer does not assume responsibility arising from, directly or indirectly, error, fault or negligence of FS. Customer agrees to indemnify and hold harmless FS from any and all claims as a result of the compromise of any data provided by Customer except that Customer is not responsible for, nor does it agree to indemnify or hold harmless FS for claims, losses, or damages arising out of or related to error, fault or negligence of FS.

ARTICLE 8 - CUSTOMER'S ACCESS TO ITS DATA. Customer may download Customer's data for no additional charge via the standard reporting parameters provided in the Software at any time during the term of this Agreement. FS will provide Customer's data to Customer, upon request, in comma-delimited files at FS' then-applicable fee. FS is not responsible for storage or retention of Customer's data more than thirty (30) days after termination of the License.

ARTICLE 9 - TERMINATION OF LICENSE. This License starts on the effective date of this agreement and Customer may terminate the License at any time on notice to FS that shall not affect any fees then outstanding to FS. FS may terminate this Agreement (i) following a breach of the terms of this Agreement by Customer if Customer does not cure such breach within fifteen (15) days after notice of such breach or (ii) at any time following one hundred twenty (120) days' notice to Customer.

9.1. **Runoff.** Upon termination of this Agreement with or without cause, FS shall continue the reporting obligations on behalf of client for 18 months to allow Client the time necessary to transition MIR Services to another party so long as the client continues to pay for services pursuant to Exhibit A during the run-off period.

ARTICLE 10 – INDEMNIFICATION AND INSURANCE.

10.1. Subject to the limitations of article 13, FS shall indemnify, defend and hold Customer harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of FS' obligations hereunder. All work performed by FS shall be done in a good and professional manner. Nothing in this section modifies or affects the parties' allocation of risk concerning transmission of data over the internet contained in article 7 hereof.

10.2. FS shall not indemnify Customer nor its Client nor be responsible for any claim, damage, fine, loss and/or expenses arising in connection with errors, omissions, inaction, or incorrect information of the Customer or any errors on the part of CMS or other government agency. Incorrect information shall not include critical missing data elements for successful transmission to CMS which FS will be obligated to alert Customer within a reasonable time prior to transmission sufficient to allow Customer to provide such missing data. If so notified, and data is not provided by Customer and/or Client, this provision applies.

10.3. FS shall maintain Professional Liability coverage in the amount of not less than $2,000,0000 to protect Customer from errors, omissions or negligence arising or resulting from performance of services and/or products under this Agreement. Upon request of Customer, FS shall supply a certificate of insurance that evidences this coverage.

ARTICLE 11 - INFRINGEMENT. FS will indemnify and defend Customer against any claim that Customer's use of the Software infringes any United States copyright, patent, or trade secret. FS will have no such indemnification obligation if: (a) the claimed infringement relates to, or results from, Customer's or any third party's modification(s) of the Software or use of the Software in combination with any third party product, whether or not such third party product was supplied or recommended by FS; (b) Customer does not give FS prompt written notice of any such claim; or (c) Customer does not allow FS to control the defense and all related settlement negotiations. If any infringement claim has occurred or, in FS' reasonable judgment, is likely to occur and FS is required under this Section to indemnify and defend Customer, then FS, at FS' option and expense, will either procure the right for Customer to continue using the Software that is the subject of such claim, or replace or modify such Software so that such Software becomes non-infringing yet remains functionally equivalent. If FS determines that neither of the foregoing alternatives is feasible, then FS may terminate this Agreement as to such Software and refund an equitable portion of the License Fees paid by Customer for such Software.

ARTICLE 12 - NO OTHER WARRANTIES. Except for the provision above concerning any claims of infringement, FS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING (WITHOUT LIMITATION) ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

ARTICLE 13 - LIMITATION OF LIABILITY. FS LIABILITY WILL BE LIMITED TO DAMAGES OR LOSSES ARISING FROM, OR RELATED TO, ITS ERROR, FAULT, OR NEGLIGENCE. IN NO EVENT WILL FS NOR ANYONE ELSE INVOLVED IN CREATING, DELIVERING OR MAINTAINING THE SERVICE BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES RELATED TO BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OF PROFITS ARISING OUT OF SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE, OR OUT OF ANY BREACH OF WARRANTY, EVEN IF FS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

ARTICLE 14 - PASSWORDS. No bailment or similar obligation is created between Customer (and/or Customer's designated users) and FS with respect to Customer's stored data. Customer is solely responsible for maintaining the confidentiality of Passwords, including restricting the use of the Passwords by Customer's designated users. Customer shall be responsible for all use of the Service accessed through Customer's Password(s).

ARTICLE 15 - CONFIDENTIAL INFORMATION. FS acknowledges and agrees that any information that may be provided by the Customer to FS in connection with the Agreement including, without limitation, all data transmitted over the Internet such as medical information, social security numbers and any other information that is needed for certain federal reporting requirements (the "Confidential Information") will be kept confidential and shall not, without the prior written consent of the Customer, except as required by law, be disclosed in any manner whatsoever, in whole or in part, and shall not be used other than in connection with this Agreement.

FS agrees to allow access to the Confidential Information exclusively to those of its partners, shareholders, directors, officers, advisors, auditors, representatives and employees (collectively the "Representatives") who have a reasonable need to know about the Confidential information for purpose of this Agreement, who are informed of the confidential nature of the information and who have agreed to abide by the terms of this Agreement.

FS may use Customer's information, however, in aggregate form only, for the purpose of monitoring and improving the performance and delivery of the Service. FS may also use system-wide statistics for its own marketing or training use but under no circumstances will information specifically identifiable with the Customer or any of the Customer's individual claims be used, released, or disclosed, except as required by law (explained below). Specifically, aggregate data and/or statistics gathered by FS do not constitute part of the Customer's Confidential Information.

The Customer acknowledges that it may be necessary to make disclosures required by statute, regulation, or other regulatory authorities or bodies. In the event that FS should become legally compelled to disclose any of the Confidential Information, FS will promptly notify the Customer so that the Customer may, if the circumstances permit, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy either is not obtained or that compliance with the provisions of this Agreement is waived, only that portion of the Confidential Information which is legally required to be disclosed will be disclosed by FS.

ARTICLE 16 – GENERAL PROVISIONS.

16.1. Jurisdiction and Venue. The parties each agree that the laws of Delaware shall control with respect to the interpretation of the agreement and the enforcement of each parties rights hereunder without giving effect to its conflict of laws principles, and any dispute, controversy, or claim arising out of, relating to, or in any way connected with this Agreement, including, without limitation, the existence, validity or invalidity, performance, breach, or termination thereof shall be resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association. Arbitration shall take place in Delaware. The prevailing party in such a dispute shall be entitled to attorneys' fees. All disputes about the arbitration, including, but not limited to the arbitrability of any dispute, and the award of attorneys' fees, shall be determined by the arbitration panel. No litigation concerning or relating in any way to the arbitration may be filed in any court other than the state courts located in Delaware, Each Party waives, to the fullest extent permitted by Law, any objection that it may have based on improper venue or inconvenient forum to the conduct of any such action or proceeding in state court located in Delaware. A request for injunctive relief to maintain the status quo ending arbitration or to enforce this arbitration agreement or the arbitral awarded, may be submitted to the non-exclusive jurisdiction of the courts of Delaware, and the Parties irrevocably agree and submit to the personal jurisdiction of the above courts for these purposes. The Parties further irrevocably waive objection to venue in the above courts. The Parties further irrevocably waive any objection based on the doctrine of forum non conveniens or similar grounds that the above courts are inconvenient for determination of the above matters.

16.2. Force-Majeure.

a) "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests.

i) The act or event prevents a Party, in whole or in part, from (1) performing its obligations under this Agreement or (2) satisfying any conditions to its obligations under this Agreement.

ii) The act or event is beyond the reasonable control of and not the fault of the Party.

iii) The Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

b) Despite the preceding definition of Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

c) Upon the happening of a Force Majeure Event, the Party so affected will not be liable, so long as it gives written notice to the other Party and takes all reasonable steps to minimize both the effect and duration of a Force Majeure Event. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

16.3. Assignment. This Agreement shall not be assigned without the prior, express, written consent of the other Party. Neither Party shall have any obligation to give such consent, which may therefore be withheld for any reason or for no reason.

16.4. Successors & Assigns. This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

16.5. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than FS or Customer.

16.6. Waiver. This Agreement shall not be altered, waived, modified, or amended except in writing signed by the Parties. No course of dealings between the Parties hereto shall be construed as a waiver. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a wavier thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privileged under this Agreement. No waver of any right under his Agreement in any instance shall constitute a waiver of that right in any other instance or a waiver of any other right.

16.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable then the remaining provisions of this Agreement will remain in full force and effect if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.8. Modifications & Amendments. This Agreement may not be modified or amended except by an instrument in writing signed by both parties hereto.

16.9. Headings. Headings contained here are provided for convenience of reference and are not to be used in the construction or interpretation hereof.

16.10. Review of Agreement. The parties agree that they have read the entire agreement, understand it and agree to be bound by its terms. The Parties understand the allocation of risks between them in this transaction that would be caused by any disclosure of the confidential information caused by a breach of security by transmission of the data over the Internet.

16.11. Entire Agreement. This Agreement and any additional Operating Rules published by FS from time to time constitute the entire and only agreement between FS and Customer (including Customer's designated users) with respect to the Software and Service. This Agreement supersedes all other communications and agreements with regard to the subject matter hereof. Unless otherwise agreed, Customer's right to use the Software or to designate users is not transferable and is subject to any limits established by FS.

16.12. Counterparts. This Agreement may be executed in one or more counterparts and by different Parties hereto on separate counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be exchanged by electronic facsimile.

16.13. No Construction Against Drafter. Both Parties acknowledge they have had equal opportunity to participate in the drafting of this Agreement and have had the benefit of the advice of legal counsel, and this Agreement shall not be construed against either Party regardless of who is responsible for its drafting.

16.14. Notices. Notices required or permitted to be given under this Agreement must be addressed or sent in accordance with the receiving Party's contact information provided in this Agreement, and be delivered by (1) hand, (2) courier, (3) facsimile which provides confirmation of receipt of complete transmission, or (4) e-mail which is affirmatively acknowledged by the addressee, who shall have an affirmative duty to acknowledge promptly that the e-mail has been received. A Party may change its contract information by sending a Notice to the other Party by one of the methods provided for in this Paragraph. Such Notices shall be effective if delivered by hand or courier, at the time of delivery; or if delivered by an electronic means of transmitting written communications, the first Business Day at that recipient's address following the date of complete transmission.

If to Customer: Lisa Mitchell
Director of Workers' Compensation

Email: lmitchell@trindel.org
P.O. Box 2069
Weaverville, CA 96093

If to Franco Signor: John Williams, CEO
Email: john.williams@francosignor.com
6404 Manatee Avenue, West, Suite N
Bradenton, FL 34209

The Parties, intending to be legally bound, have executed this Agreement on the dates acknowledged below.

Authorized by: _____ Date: _____
John Williams
Franco Signor LLC

Accepted by: _____ Date: _____
Lisa Mitchell
Trindel Insurance Fund
Director Workers Compensation

EXHIBIT A – MIR FEES

RRE ID# and EXPECTED VOLUME

RRE#	RRE Name	Est. MMSEA Sec. 111 Mo. Claim Volume
XXXX~~18663~~	Trindel Insurance Fund~~Ryder System, Inc.~~	~~25~~XXXXX

Pricing

ITEM	PRICE
Registration Fee Per RRE#	$400 One-Time
Annual License Fee Per RRE#	$7,500Annually

Programming Fees - Additional Fees for custom programming and integration may be applicable, but shall be determined in advance of the execution of this agreement during the investigation and diligence phase between the parties. Programming fees shall be contracted at $235 per hour or flat fee based on agreed upon Statement of Work and fully incorporated within this Exhibit.

Correction needed