## Memorandum of Understanding Implementing RFID Truck Tag Program At the Port of Seattle

This Memorandum of Understanding ("MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the Port of Seattle, a Washington municipal corporation ("Port") and SSA Terminals a \_\_\_\_\_ corporation, SSA Seattle, a \_\_\_\_\_ corporation, Total Terminals, Inc., a \_\_\_\_\_ corporation, and Eagle Marine Services, Limited a \_\_\_\_\_\_ corporation (collectively, the "Lessees").

WHEREAS, the Port and Lessees entered into lease agreements for container terminal operations at Terminals 18, 25/30, 46, and 5;

WHEREAS, the parties amended their leases to accommodate the Port's clean truck program;

WHEREAS, the Lessees desire to enhance the operational efficiency of their container terminals by installing a system of radio frequency identification ("RFID") tags on drayage trucks and tag readers at the terminals; and

WHEREAS, the Port desires to further enhance the effectiveness of its clean truck program by facilitating the use of the RFID tag system at the container terminals;

NOW THEREFORE, the parties agree as follows:

1. The term of this MOU will be co-terminus with the term of the subscription service the Port purchases from eModal.com, LLC ("eModal") that will be used in conjunction with the RFID program. The MOU will become effective when all the parties execute this MOU and the Port has entered into its subscription with eModal ("Effective Date"). The term of this MOU will not exceed five years from the Effective Date.

2. Lessees will install RFID tag readers and the necessary equipment, infrastructure, and systems compatible with WhereNet RFID tags at their sole cost to make the tag readers functional at each of their gate entries at their respective container terminals leased from the Port.

3. Lessees will maintain and operate the tag reader system serving their respective Port container leasehold premises.

4. Lessees will distribute one WhereNet RFID tag to each truck qualified to enter the terminal in accordance with the lease amendment incorporating the Port's clean truck program requirements. Lessees will require the truck owners to purchase one tag per truck. Lessees will arrange for eModal to reimburse the truck owners for the cost of the tag after the truck has passed through the tag reader and onto the terminal for the first time to pick up or drop off a container.

## Memorandum of Understanding--RFID

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5. Lessees will enter into arrangements with eModal for Lessees to reimburse eModal for eModal's payment to truck owners for the cost of the RFID tags for six months following the date when RFID is required at Lessees' container terminals. No further reimbursements will be made after the first six months.

6. Neither the Port nor Lessee will have responsibility for the maintenance, replacement, or substitution of the RFID tags.

7. The Port will enter into and pay for an agreement with eModal for a five year subscription that provides the following services: eModal will provide a service that creates an interface between the Terminal Gates System and the Port's Drayage Truck Registry (DTR) that will indicate whether or not a truck is qualified under the Port's Clean Truck Program to enter the terminals; eModal will give the truckers/trucking companies on file in the DTR the ability to purchase a tag and eModal will mail the tag to the contact listed in the DTR; and eModal will provide the Port reports about the DTR trucks accessing the terminals. These measures are designed to promote marine terminal efficiency and the Port's Clean Truck Program. The Port will not pay more than \$500,000 for the fee over the five year period.

8. The Port will be responsible for working with eModal to allow the RFID system to collect the data the Port needs for its Clean Truck Program.

9. The Port will provide a trouble site solely for the purpose of supporting the Port's clean truck database system. The trouble site will provide the following services: 1) provide support to truckers needing to register for the Port's clean truck program and 2) handle issues related to the functionality of the RFID tags. The trouble center will not handle issues with the eModal database or any issues related to gate transactions, which will remain Lessees' responsibility.

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## SSA TERMINALS

SSA SEATTLE

By_			
Its _			

By	
Its_	

TOTAL TERMINALS, INC.

EAGLE MARINE SERVICES, LIMITED

By_			
Its _			_

By		
lts _		

PORT OF SEATTLE

By			
Its _			