

## Exhibit A: SambaSafety Applicable Terms and Conditions

These Applicable Terms and Conditions supplement the Commercial Terms executed between Customer and SambaSafety, and form an integral part of the Agreement between SambaSafety and the Customer identified on the Commercial Terms.

1. **Definitions.** The following terms, when capitalized, will have the meaning set forth in this section. All other capitalized terms when used shall have the meaning ascribed to them as set forth elsewhere in the Agreement.

**"SambaSafety System"** means the proprietary system developed and operated by SambaSafety for facilitating requests for, and retrieval and distribution of Information Services from Data Providers with which SambaSafety maintains license arrangements, and which comprises a gateway server or servers, and other equipment, SambaSafety proprietary software, and telecommunication lines.

**"Data Provider"** means any Federal or State agencies, private service providers, and other service bureaus that provide SambaSafety with Information Services.

**"Information Services"** means any data, reports, indicators, products and/or services, including Motor Vehicle Reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, and analytic services provided by SambaSafety to Customer.

**"Personal Information"** means (i) any information about an identifiable individual and (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Information includes, without limitation, names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.

**"User"** means any person or entity who or that access the SambaSafety System (i) on behalf of Customer or clients or customers of Customer or (ii) using any password or access code of Customer or clients or customer of Customer and the employees and agents thereof.

### 2. **License Grant; Restrictions.**

2.1 **License Grant.** Subject to the terms and conditions of the Agreement, during the Contract Term, SambaSafety hereby grants to Customer a limited, worldwide, enterprise-wide, royalty-free, non-exclusive, non-transferable license and right to access and use the SambaSafety System and any Information Services provided by SambaSafety solely for its internal business purposes. Exclusive proprietary ownership of MVRs remains with state Data Providers.

2.2 **Restrictions on Use.** Customer shall not, nor allow or authorize any third party to: (a) alter, enhance or otherwise modify or create derivative works of or from the SambaSafety System; (b) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the SambaSafety System; (c) merge the SambaSafety System with other software; (d) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of SambaSafety or its licensors placed upon or contained within the SambaSafety System, its documentation or the Information Services; (e) upload, post or transmit into the SambaSafety System any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any Applicable Law, including violations of the intellectual property rights or any other rights of a third party; or (f) post or transmit into the SambaSafety System any information, content or software which is subject to any open source or freeware license or contains a virus, cancelbot, Trojan horse, worm or other harmful component. Use, duplication or disclosure by the U.S. Government or any of its agencies is subject to restrictions set forth in the Commercial Computer Software and Commercial Computer Software Documentation clause at DFARS 227.7202 and/or the Commercial Computer Software Restricted Rights clause at FAR 52.227.19(c). Customer further acknowledges and agrees that each individual accessing the SambaSafety System may be required to agree and consent to SambaSafety's then-current online end user license terms and conditions prior to accessing or utilizing the functionality of the SambaSafety System.

2.3 **Public Record Indicators.** Customer elects to receive public record indicators. Due to the limited nature of public record indicators, Customer acknowledges that these public record indicators shall only be used as pointers of possible records. Customer represents and warrants that (a) it will not knowingly use public record indicators to deny insurance coverage or to take an adverse action against any individual; and (b) prior to making any decisions to deny

insurance coverage or take an adverse action against any individual, Customer will verify the activity on a public record indicator directly with a current, up-to-date MVR.

### **3. Confidentiality and Treatment of Information.**

3.1 Personal Information. Customer acknowledges that in connection with the Agreement, it may receive Personal Information from SambaSafety and/or Data Providers. Customer agrees to treat as confidential all Personal Information received from or through SambaSafety and to use such information only as permitted under the Agreement and all Applicable Laws and to disclose Personal Information only to those authorized and who have a need to know such information to accomplish their duties in accordance with the Agreement and all Applicable Laws. Customer shall not use Personal Information for any purpose except the purpose permitted by the Agreement.

3.2 Confidential Information. "Confidential Information" means information that one party, or a party's affiliate, discloses to the other party or its affiliate(s) under the Agreement, and that is marked as confidential or a reasonable person would believe to be considered confidential information given the nature of the information and the circumstances under which such information is disclosed; provided, however, neither party shall have any obligation to maintain the confidentiality of any Confidential Information which is not Personal Information to the extent it: (a) is or becomes publicly available by other than unauthorized disclosure by the recipient; (b) is independently developed by the recipient; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction.

3.3 Reciprocal Obligations. Without limiting Customer's obligations with regards to Personal Information, the recipient will not disclose Confidential Information of the discloser, except to recipient's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information as permitted under the Agreement and that such individuals and entities shall keep it confidential in accordance with the Agreement. Notwithstanding the foregoing, if required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such order or authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure.

3.4 No Rights. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.

3.5 Change in Customer's Business. Customer shall immediately notify SambaSafety of any of the following events: change in ownership of Customer (over 50%); a merger, change in name or change in the nature of Customer's business that in any way affects Customer's rights to request and receive consumer reports.

### **4. SambaSafety System and Information Services Availability.**

4.1 No Availability Guarantee. SambaSafety will use commercially reasonable efforts to deliver the Information Services. Customer acknowledges that SambaSafety relies totally on the information contained in the records and/or information provided by various Data Providers for its Information Services and response times for fulfillment of Information Services. Requests through the SambaSafety System may be subject to delays occasioned by numerous technical factors which cannot be fully anticipated. SambaSafety does not guarantee availability of the SambaSafety System, any Information Services from any particular Data Provider. SambaSafety makes no representation or warranty whatsoever regarding anticipated response times for retrieval or delivery of Information Services.

4.2 Records Not Available. Data Providers may offer multiple types of records, including records that are not available to SambaSafety and/or not provided by SambaSafety as part of the Information Services. Customer is responsible for accessing and using the appropriate record type for Customer's particular use. If Customer requires Information Services not provided by SambaSafety (such as a certified copy of a driving record), Customer is responsible for contacting the appropriate Data Provider directly.

### **5. Term and Termination.**

5.1 Termination. SambaSafety may immediately terminate the Agreement upon the occurrence of the following events: (a) Customer files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors; (b) Any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Customer and is not staid, enjoined or discharged within sixty days; (c) Customer adopts a resolution for discontinuance of its business; (d) Default in payment of any fees or other related amounts for the Information Services; (e) Misuse of Information Services; (f) Uncured (after 30 days written notice by SambaSafety to Customer)

material breach of the Agreement; or (g) Unauthorized release or use of any information contained or related to the Information Services.

5.2 Survival. Termination or expiration of the Agreement shall not impair either party's then accrued rights, obligations, liabilities or remedies. The terms and conditions of Sections 1, 2, 3.1, 3.2, 3.3, 3.4 this Section 5.2. Sections 6, 7 and 8, and any other provision which by its nature is intended to survive, shall survive the termination or expiration of the Agreement.

## **6. Disclaimer of Warranty; Limitation of Liability; Indemnity.**

6.1 Disclaimer of Warranty. EXCEPT AS SET FORTH HEREIN, SAMBASAFETY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND ABOUT THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SAMBASAFETY SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY INFORMATION CONTAINED THEREIN, OR ABOUT ANY RESULTS TO BE OBTAINED FROM USING THE SAMBASAFETY SYSTEM, ANY INFORMATION SERVICES, OR ANY DATA PROVIDER'S DATABASE, USE OF ANY OF WHICH IS AT CUSTOMER'S OWN RISK. THE SAMBASAFETY SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, AND ANY INFORMATION CONTAINED THEREIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. WHERE PERMITTED, PUBLIC RECORD INDICATORS USED FOR DRIVING MONITORING SERVICES MAY BE SUPPLIED FROM DATABASE FILES OF VARIOUS PRIVATE DATA PROVIDERS. THESE PUBLIC RECORD INDICATORS MAY PRODUCE DATA NOT CONTAINED IN A MOTOR VEHICLE REPORT PROVIDED BY A STATE AGENCY DATABASE. EXCEPT AS SET FORTH HEREIN, SAMBASAFETY AND ITS DATA PROVIDERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SAMBASAFETY SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF CONDITIONS OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SAMBASAFETY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE. SAMBASAFETY FURTHERMORE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE SAMBASAFETY SYSTEM, INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY PART THEREOF.

6.2 Limitation of Liability. REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL SAMBASAFETY BE LIABLE OR RESPONSIBLE FOR: (a) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, REGARDLESS OF ITS AWARENESS OF THESE RISKS; AND/OR (b) LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF BUSINESS EXPECTANCY, BUSINESS INTERRUPTION LOSSES, OR BENEFIT OF THE BARGAIN DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL SAMBASAFETY'S AGGREGATE LIABILITY FOR DAMAGES BE IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICE IN THE PREVIOUS 60-DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES.

6.3 Reliance on Information. In providing the Information Services, SambaSafety shall be entitled to rely upon and act in accordance with any instructions, guidelines, data or information provided by Customer, and shall incur no liability in doing so. Customer shall indemnify and hold harmless, SambaSafety and its affiliates and its and their third party vendors, shareholders, directors, officers and employees ("SambaSafety Indemnitees") from any and all claims, losses, actions, suits, proceedings or judgments, including, without limitation, costs and reasonable attorneys' fees, incurred by or assessed against such parties resulting, in whole or in part from (a) any action or failure to act by a SambaSafety Indemnatee in reliance on any instruction, approval, election, decision, action, inaction, omission or nonperformance by Customer, its officers, directors, shareholders, employees and agents relating to the Information Services, (b) any information or data provided to SambaSafety by any Customer personnel in connection with the Information Services, (c) any decision made by Customer or any third party based upon the Information Services requested or provided by or on behalf of Customer, or (d) any breach of any term or condition of the Agreement by Customer.

## **7. State-Mandated DMV Restrictions.**

7.1 Required Documents. Customer agrees to promptly execute and return to SambaSafety all documentation required, now or in the future, by any Data Provider or SambaSafety to permit release of information or to ensure compliance with any Applicable Laws or as part of SambaSafety's routine and specific audit requests in order to

verify that requests are being sought for permissible purposes. Customer agrees to only use the information obtained as set forth in any applicable state-mandated forms, or that they will obtain approval from applicable state agencies prior to the release of any individual's name and address. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and may result in all Information Services being suspended or terminated.

**7.2 Compliance with Laws.** Customer represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Information Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "Applicable Laws"). Customer further represents, warrants, covenants and certifies that before ordering Information Services, it will comply with any applicable consumer disclosure-authorization and adverse action requirements under the FCRA and will not use any information contained in the Information Services in violation of any applicable federal or state equal opportunity law or regulation. Customer understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Customer shall be responsible for understanding and for staying current with all of Applicable Laws.

**7.3 Credentialing.** Credentialing is the process for verifying that entities are legitimate and their purpose for the use of Information Services is authorized. Customer agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials (i.e., business license) and update of the Agreement. SambaSafety reserves the right to make credentialing requests as it deems necessary.

**7.4 Information Security.** Customer shall: (a) implement reasonable data security procedures, which shall meet or exceed current industry standards to protect Information Services provided by SambaSafety under the Agreement from unauthorized disclosure and minimally include user name and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Information Services; (b) physically secure and tightly control all Customer information technology assets that store, house or process Information Services in order to prevent unauthorized access; (c) employ adequate measures to insure that unauthorized users cannot successfully attack Customer information technology assets in a manner that allows the SambaSafety System or the Information Services to be compromised; (d) periodically scan Customer information technology hosts and networks that hold or process Information Services for known vulnerabilities to search for exploits; (e) have a formal process in place to install vendor-recommended security patches in a timely manner for all information technology assets, hosts and networks that process Information Services or connect with the SambaSafety System; (f) provide periodic, but at least once annually, security training to employees on best security practices and the practices of the Customer; (g) ensure that each Customer employee or other individuals who will have access from Customer to Information Services execute a SambaSafety User Statement of Confidentiality in a form directed by SambaSafety from time-to-time; (h) have a reasonable computer incident policy and procedure program in place; and (i) ensure that each Customer employee or other individuals who will have access from Customer to Information Services not disseminate any unsecured or unencrypted Information Services over the Internet.

**7.5 Account Information.** Customer: (a) shall remain fully responsible for any use of its and its Users' SambaSafety account number, User IDs, and passwords granted in connection with the Agreement and to prevent the disclosure or distribution thereof; (b) shall not provide any such information to any third party; (c) agrees to limit access to Information Services only to its current employees whose responsibilities require such access and only to the extent necessary for its proper use in accordance with Applicable Law and as authorized by the Agreement; (d) agrees to immediately terminate the User ID and password granted in connection with the Agreement for any employee that leaves Customer's organization or violates any terms or conditions of the Agreement or in the event there is reason to believe such User ID or password might be compromised; (e) shall remain fully responsible and liable for any unauthorized use of account number, User IDs or passwords granted in connection with the Agreement; (f) agrees that Customer's employees shall be forbidden to attempt to obtain Information Services on themselves, associates, or any other persons, except in the exercise of their official duties for Customer; and (g) shall ensure each User of the SambaSafety System by or on behalf of Customer is assigned a unique user ID and password.

**7.6 Audits.** Beginning on the Effective Date of the Agreement, Customer must maintain all records related to its ordering and using Information Services, for a period of five (5) years from the date each Information Services report is ordered. The information retained pursuant to this section must include without limitation the: request date, requested individual, requestor, and permissible purpose for each Information Services report, a signed release from the prospective or current employee each time a request is made for employment purposes, and any other information sufficient to verify that the ordering and use of the Information Services complies with the terms of the Agreement and Applicable Laws. Upon receipt of written SambaSafety audit requests, Customer agrees to respond with all documentation as requested within the time period specified in the audit notice or request for information. Access privileges to the Information Services may be suspended upon failure to comply with such requests.

**7.7 Notification in Event of Breach or Misuse of Information.** Customer will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify SambaSafety of any inadvertent or unauthorized release of any Information Service or other security breach of Personal Information contained in any Information Service. To the extent required by Applicable Law, Customer agrees to notify all affected consumers in writing that their Personal

Information has been potentially compromised in the event of the Customer's or its Users', inadvertent or unauthorized release, misuse, or other security breach of Personal Information contained in the Information Services supplied to Customer. Customer shall retain documentation of such notification and provide it to SambaSafety and any governmental representatives immediately upon request.

7.8 Archiving. Customer and any of its Users shall not use Information Services supplied by or through SambaSafety, or data derived from them, including any MVR data, to directly or indirectly compile, store, or maintain the Information Services or derivative data to develop its own source or database of such services or data. Customer agrees that use of Information Services is restricted to use, one time, for the permissible purpose referenced in the Permissible Purpose Disclosure completed by the Customer. Customer shall accurately complete the Account Information Sheet upon request of SambaSafety and prior to accessing the Information Services.

7.9 Retention of Information Services. Customer shall promptly and adequately destroy any Information Services in its possession when the Information Services are no longer required for the purpose authorized in the Agreement, or sooner, if required by any Applicable Law.

7.10 No Solicitations. Customer shall not, and shall not permit others to, use any Information Services for any solicitations, direct mail advertising, or any other mailings or communications.

7.11 Use of Information Services. Customer will not disclose, distribute, resell and/or transfer any Information Services to any third party, nor provide any Information Services directly to individuals who are the subjects of Information Services, or to the general public except as required by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., nor permit any third party direct access to the SambaSafety System except as expressly permitted by the Agreement.

7.12 Interpretation. If at any time Customer and SambaSafety disagree regarding the intent, effect, necessity to comply with, or the interpretation of any Applicable Laws, Customer will conform to SambaSafety's interpretation thereof.

7.13 Failure to Comply. Failure of Customer to fully comply with the requirements of all of this Section 7 shall be a material breach of the Agreement and shall permit SambaSafety to immediately terminate the Agreement and the delivery of any Information Services to Customer without notice or delay.

7.14 Other Restrictions. SambaSafety shall have the right to amend upon written notice any term or condition of the Agreement as necessary or recommended to comply with any statute, rule, regulation, interpretation or contract, or in the event any modification or termination of any license for Information Services with any Data Provider, as determined by SambaSafety in its reasonable discretion. In the event of such notification from SambaSafety, (a) Customer may elect to terminate the Agreement by providing written notice of such termination to SambaSafety; provided, however, if Customer requests, uses or accepts any Information Services after such notification or fails to promptly provide notice of termination pursuant to this section, then such terms and conditions shall take effect and become a part of the Agreement as specified in SambaSafety's notice to Customer.

## **8. General Provisions.**

8.1 Notice. All notices and demands pursuant to the Agreement must be in writing. Notices to Customer shall be effective upon receipt thereof and may be delivered via the SambaSafety System, an email address of one of the Customer's designated SambaSafety administrator(s) or any email or mailing address specified on the Commercial Terms. Notice to SambaSafety shall be provided by a reputable overnight courier with required signed receipt, or via certified mail of the U.S. postal system, and shall be deemed effective solely upon receipt if delivered to, SambaSafety, 8814 Horizon Blvd., Suite 100, Albuquerque, NM 87113, ATTN: Compliance Officer.

8.2 Intellectual Property Rights. Notwithstanding anything in the Agreement to the contrary, the SambaSafety System and its documentation and all intellectual property rights therein are proprietary to SambaSafety and its third party suppliers or licensors, and SambaSafety and its third party suppliers and licensors as applicable retain ownership of all rights whatsoever in the SambaSafety System and all intellectual property rights therein.

8.3 Electronic Signature. If Customer elects to obtain a signed release, authorization or consent in the form of an electronic signature, the electronic signature shall meet the standards defined under ESIGN and UETA. SambaSafety shall have the right to audit and request any documentation regarding the Customer's compliance with the requirements regulating electronic signatures. Furthermore, upon written notice SambaSafety may require Customer to cease using electronic signatures for a particular Data Provider. Customer shall assume full responsibility for obtaining signatures in electronic format and shall hold harmless SambaSafety from any damages, losses or claims related to the validity of an electronic signature.

8.4 Entire Agreement; Modification; Counterparts. The Agreement, including the Commercial Terms, constitutes the entire agreement and understanding between the parties concerning its subject matter, and supersedes in full all prior and contemporaneous written and oral agreements, understandings, proposals, promises and representations of the parties concerning its subject matter and its terms; provided, however, nothing herein shall effect or terminate ongoing rights from non-disclosure agreements entered into by the parties prior to the Effective Date; provided,

further, any new Confidential Information exchanged between the parties shall be governed by the confidentiality obligations set forth herein. Except as otherwise provided herein regarding SambaSafety's rights to modify or amend, the Agreement may not be modified or amended except in writing signed by duly authorized representatives of SambaSafety and Customer.

8.5 Independent Contractor. SambaSafety and Customer are independent contractors with respect to all activities under the Agreement, and nothing in the Agreement may be construed to create any employment, joint venture, agency, partnership or other relationship other than independent contractors. Neither SambaSafety nor Customer, or any of their respective employees, consultants, contractors or agents has any authority to bind the other party. Each party is responsible for its own costs and expenses in executing, implementing and performing under the Agreement, unless otherwise explicitly stated, in the Agreement.

8.6 Non-Exclusivity. Nothing in the Agreement is intended to, or may be construed to prevent SambaSafety from entering into similar agreements with other persons or entities to provide Information Services or other services through the SambaSafety System or otherwise, even if such persons or entities are or may become competitors of Customer.

8.7 Assignment. The Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, except that SambaSafety may (a) subcontract any of its obligations under the Agreement, and (b) assign the Agreement, and Customer hereby consents to any successor entity in any merger or corporate reorganization, or to the purchaser of all or substantially all of the assets related to the SambaSafety System. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, the Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective representatives, successors and assignees.

8.8 Invalid Provision. If any part of the Agreement, for any reason, is declared by a court of competent Jurisdiction to be invalid or unenforceable, then: (a) the validity and enforceability of all provisions of the Agreement not ruled to be invalid or unenforceable, will be unaffected; (b) the effect of the ruling will be limited to the jurisdiction of the court making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (d) if the ruling, or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in the Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

8.9 No Waiver. The failure of SambaSafety at any time to require performance of any provision of the Agreement, in no way affects the right of SambaSafety to require performance of that provision at any time. Any waiver by either party of any breach of any provision of the Agreement is not a waiver of any continuing or succeeding breach of that provision, a waiver of the provision itself, or a waiver of any right under the Agreement.

8.10 Force Majeure. Neither party shall be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control.

8.11 Governing Law. The Agreement is made under and will be construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado. Except as permitted under Section 8.12, any suit to enforce any provision of the Agreement, or arising out of or based upon the Agreement, shall be brought exclusively in the state courts of the State of Colorado and the federal courts of the United States, located in Denver, Colorado. Each party hereby agrees that such courts shall have in personam jurisdiction and venue with respect to such party, and each party hereby submits to the in personam jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

8.12 Injunctive Relief. The parties agree that any violation or breach of the Agreement by Customer may cause SambaSafety irreparable harm. Accordingly, in addition to any other remedies available at law or equity, SambaSafety shall be entitled to an injunction or other decree of specific performance with respect to any violation or explicit threat thereof in any court of competent jurisdiction, without any bond or other security being required and without the necessity of demonstrating actual damages.

8.13 Construction; Counterparts. The captions and headings contained herein are for purposes of convenience only and are not a part of the Agreement; all references to the Agreement and the words "herein," "hereof," "hereto" and "hereunder" and other words of similar import refer to the Agreement as a whole and not to any particular section, or other subdivision unless expressly specified otherwise; and the words "including," "included" and "includes" mean inclusion without limitation. In the event of any ambiguities in the language hereof, there shall be no inference drawn in favor of or against either party.

8.14 Signatures; Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. A document signed and transmitted by .pdf or electronic copy shall have the same binding effect as an original signature.