

## Data Solutions Specific Terms and Conditions

### Definitions:

“**Data Solutions Services**” means a set of services that provide actionable insights that allow users to accurately assess and price risk. It is comprised of a combination of endpoints that can be used together or on their own and include, but are not limited to: License Verification, License Number Search, License History Discovery, Foreign Driver License, Activity Indicator, Activity History, Intelligent MVR, MVR, Vehicle Records and CDLIS (Commercial Driver's License Information System). These capabilities are defined in the Service Order (*i.e.*, the quote sheet) and provide configurable and cost-effective driver solutions. “**SambaSafety**” means Safety Holdings Inc., and all affiliate and/or wholly owned companies.

### Data Solutions Specific Payment Terms:

Commencing on the Subscription Start Date – which for Data Solutions Services is defined as the 1st day of the month *following* the Effective Date of the Agreement (*e.g.*, if the signature date is January 15<sup>th</sup>, the Subscription Start Date shall be February 1<sup>st</sup>) – SambaSafety will invoice Customer on a monthly basis, for the duration of the Service Order Term, a monthly minimum amount (the “Monthly Minimum”) plus all other fees applicable for the preceding month. Provided, however, that when the Data Solutions Services an Application Programming Interface (API) implementation, the Subscription Start Date shall mean the 1<sup>st</sup> day of the month following the earlier of (i) when transacting commences in the production environment or (ii) 90 days from the Effective Date of the Agreement (*i.e.*, 90 days from the last signature date of the Agreement). Any transactional fees incurred prior to the Subscription Start Date shall be charged on a per transaction basis and shall not count toward the Monthly Minimum. Any usage “overages” that go above the Monthly Minimum will be billed at the transactional rates set forth in the Service Order for that particular capability.

- The Monthly Minimum is comprised of all data solutions capabilities usage, plus MVR related fees, but excludes any State/Data Fees.
- “State Fees” are fees that are charged by Federal or State agencies for MVRs (and various sub-types of MVRs) depending on the State and are subject to change at any time without prior notice to SambaSafety. State Fees are billed as pass-through costs to the Customer.
- “Data Fees” are information and/or data-related fees that are charged by Federal/State agencies from which SambaSafety obtains MVRs and related records or information.

**Limitations on Use:** To the extent Customer identifies driver activity with Data Solutions Services, Customer acknowledges that SambaSafety relies upon various State/Federal or third-party provider (“State / Data Providers”) to provide violation identification services and the quality, timeliness, and population coverage of the data and services may vary by State / Data Provider. Customer acknowledges that SambaSafety has no control over the data provided by State / Data Providers.

Customer certifies that neither SambaSafety nor any State / Data Provider shall have liability of any kind in connection with the violation information provided by the State / Data Providers, including but not limited to any false positives or improperly updated, incomplete, or erroneous information. To the extent that Customer uses the License Verification services for Pennsylvania drivers, Customer shall obtain a verification release from the consumer prior to verifying such information and shall retain such verification release for a period of not less than one (1) year. In the event of any conflict between this section and the Master Services Agreement, this section shall govern and have first precedence. *SambaSafety reserves the right to make any changes to the Data Solutions Services in its sole discretion.*