

## **SambaSafety Master Services Agreement**

These Master Services Agreement terms supplement the foregoing Service Order Terms executed between Customer and SambaSafety (each, a "party", and collectively the "parties"). All Service Orders executed between the parties and this Master Services Agreement shall together be referred to as the "Agreement." The Effective Date on the Service Order above shall also be deemed the "Master Services Agreement Effective Date."

1. **Description of Services/License.** During the Service Order Term specified in an applicable Service Order, SambaSafety will provide Customer with access to custom data reports and application services, including motor vehicle reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, analytic services, and training (collectively, "Services") as more fully described in the applicable Service Order.
2. **Term.** This Agreement will become effective on the Effective Date and remain valid until it is terminated by either party pursuant to the terms contained herein. Either party may terminate this Agreement upon written notice if the other materially breaches the terms and conditions of this Agreement and the other party fails to cure such material breach within thirty (30) days of receiving written notice from the non-breaching party.
3. **Pricing and Payment.** All invoices are due and payable as set forth in the applicable Service Order. In addition to all payments specified in this Agreement, Customer shall pay, or reimburse SambaSafety for, all taxes imposed by federal, state and local authorities, including but not limited to, sales, use, excise, and value-added taxes, based upon any fees set forth in this Agreement provided that Customer shall have no responsibility for taxes based on SambaSafety's net income.
4. **API Terms.** Customer shall only access (or attempt to access) an API by the means described in the documentation of that API. SambaSafety sets and enforces limits on the use of its APIs in its sole discretion. Customer accepts and shall not attempt to circumvent any limitations documented with an API. Customer may request to use an API beyond the documented limitations, subject to the written authorization of SambaSafety. If Customer provides feedback or suggestions about SambaSafety's APIs, SambaSafety may use such information without obligation to Customer. Customer agrees that SambaSafety may monitor use of the APIs to ensure quality, improve SambaSafety's products and services, and verify Customer's compliance with this Agreement and the documentation of the APIs. SambaSafety may suspend access to the APIs if SambaSafety reasonably believes that Customer is in violation of this Agreement, the documentation of an API, or Applicable Laws. Customer shall not acquire ownership rights to a SambaSafety API or the content accessed through an API. For purposes of this Agreement, the APIs and their documentation shall be Confidential Information.
5. **Confidentiality.** "*Confidential Information*" means information that one party, or a party's corporate affiliate, discloses to the other party or its affiliate(s) under this 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: (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. 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 court order or government authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information. The confidentiality of the information contained within the Services shall be maintained at all times. Information contained in the Services and MVRs shall not be distributed, sold or shared with any third party nor used by Customer in any way except as expressly authorized by this Agreement. Disclosure of such information may be cause for criminal and/or civil legal action against, Customer, its employees, principals, officers, agents, subcontractors, and any involved third party. Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys fees, and costs. Other civil and criminal laws may also apply.

6. **Governing Law.** This Agreement is governed by the substantive and procedural laws of the State of Colorado, exclusive of conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of and venue in the State or Federal courts in Denver, Colorado.
7. **Compliance with Laws.** Each party represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including without limitation, 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 will use Services solely in accordance with "Permissible Purposes," as that term is defined under the FCRA. Services are solely for Customer's internal use and may not be redistributed to any third party.
8. **Audit.** Customer agrees that SambaSafety will have the right (but not the obligation) to conduct audits for the purpose of assessing Customer's compliance with the terms of this Agreement, upon reasonable notice, and Customer agrees to fully cooperate with SambaSafety in connection therewith.
9. **Warranty.** SambaSafety warrants that: (a) SambaSafety owns or has licensed the intellectual property rights to provide the Services to Customer, (b) the Services do not violate or infringe intellectual property rights of any third party. EXCEPT AS SET FORTH HEREIN, SAMBASAFETY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY REGARDING THE SERVICES.
10. **Indemnification.** Both parties shall indemnify, defend and hold harmless the other party from and against any claim, suit, proceeding, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought by a third party against or suffered by the other party arising from the indemnifying party's violation of Applicable Laws or willful misconduct.
11. **Liability.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, REGARDLESS OF ITS AWARENESS OF THESE RISKS. NOTWITHSTANDING ANY LANGUAGE ELSEWHERE TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT BE IN EXCESS OF THE AMOUNTS OF FEES (EXCLUDING STATE DATA FEES AND PASS-THROUGH FEES REMITTED DIRECTLY TO DATA PROVIDERS AND SUBSEQUENTLY INVOICED TO CUSTOMER) ACTUALLY PAID BY CUSTOMER TO SAMBASAFETY IN THE PREVIOUS 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES. ONE OR MORE CLAIMS SHALL NOT INCREASE THIS AGGREGATE LIMIT. NOTWITHSTANDING THE FOREGOING, THE LIMITS AND EXCULPATIONS SET FORTH IN THIS SECTION 11 SHALL NOT EXCUSE CUSTOMER'S OBLIGATION TO PAY ANY FEES, TAXES OR OTHER AMOUNTS WITH RESPECT TO THE SERVICES, WHETHER COMMITTED OR RENDERED, OR ANY OBLIGATION BY A PARTY TO INDEMNIFY AND DEFEND CLAIMS, AS SET FORTH IN THIS AGREEMENT.
12. **Notification in Event of Breach or Misuse of Information.** Both parties will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify the other party of any inadvertent or unauthorized release or other security breach of Personal Information contained in any Service and will be in compliance with Applicable Law regarding breach notification and remediation. For purposes of this Section, "*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.
13. **Miscellaneous.** This Agreement and all Service Orders constitute the final and entire agreement between the parties with respect to the Services and shall supersede all prior agreements or purchase orders between the parties with respect to such Services. This Agreement may not be amended by any subsequent purchase order. There are no representations, warranties, or agreements among the parties with respect to the Services contained herein, which are not fully expressed in the entire Agreement. 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. This Agreement can be executed in counterparts and electronic signatures will be deemed originals. If any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. No amendment to change, waiver or discharge this Agreement will be valid unless executed in writing by an authorized representative of each party. Any notice shall be sent to the other party at the address provided on page 1 of this Agreement. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.