

SambaSafety Master Services Agreement

These Master Services Agreement terms supplement any 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 initial Service Order signed between the parties 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, and analytic services (collectively, "Services") as more fully described in the applicable Service Order(s).
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 or upon expiration or termination of all Services Orders. 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 an 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. **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 the data, information or materials involving or pertaining to Confidential Information to the extent required by such court order or governmental 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.
5. **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.
6. **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, 15 U.S.C. §1681 et seq. ("*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.
7. **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.
8. **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.

9. **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.
10. **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 10 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.
11. **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.
12. **Miscellaneous.** This Agreement constitutes 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(s) or omission(s) 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 the applicable Service Order. Neither party may assign or transfer any right(s) or obligation(s) under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.