



MASTER SERVICES AGREEMENT

This Master Services Agreement governs Provider's provision of Services. Capitalized terms have the definitions set forth herein and include the plural as well as the singular.

By accepting this Master Services Agreement, by (1) clicking a box indicating acceptance, or (2) executing a Provision of Services that references this Master Services Agreement, Provider agrees to the terms of this Master Services Agreement. The individual accepting this Master Services Agreement represents that they have the authority to bind the Provider to these terms and conditions. If the individual accepting this Master Services Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Master Services Agreement.

This Master Services Agreement is effective between Provider and RoadGuard Interlock, LLC ("RoadGuard") as of the date of Provider's accepting this Master Services Agreement (the "Effective Date").

1. Definitions

"Affiliate" means RoadGuard and entities directly or indirectly controlling, controlled by, or under common control with RoadGuard.

"Client" means an individual who leases or uses a Device or Peripheral or RoadGuard service.

"Client Device Services" means the installation services, removal services, reinstallation services, transfer services, Servicing of Device Services, and the other services, functions, and tasks described in this Master Services Agreement or Documentation, including, without limitation, those outlined in the brief description column on the Price List.

"Devices" means the ignition interlock head unit, relay, and interconnect cord (also known as the curly cord) designed for use in motor vehicles and other alcohol-monitoring devices and related accessories supplied to Provider by RoadGuard.

"Documentation" means the applicable documentation provided to you by RoadGuard, RoadGuard guides, policies, codes, and procedures, RoadGuard's materials, information, and specifications for its Devices, Peripherals, and services, RoadGuard's trademark and brand guidelines, and RoadGuard's security policies, and including all modifications, amendments, and restatements made thereto by RoadGuard in its sole discretion from time to time. For the avoidance of doubt, this Master Services Agreement takes precedence over Documentation.

"Master Services Agreement" means this Master Services Agreement as amended, restated, or otherwise modified from time to time.

"Party" means RoadGuard or Provider and "Parties" means RoadGuard and Provider.

"Peripheral" means a modem, camera, or a global positioning system (GPS) tracker designed for use in motor vehicles and supplied to Provider by RoadGuard.

"Price List" means RoadGuard's fees, charges, and payments list in effect when Provider and RoadGuard both execute the related Provision of Services, and each modification made thereto or replacement thereof by RoadGuard in its sole discretion from time to time.

"Provider" means the independent installer and service provider which has entered into one or more Provision of Services.

"Provider Personnel" means persons employed or engaged by Provider to provide Services.

"Provider Site" means any address identified in Section 3 and/or Schedule 1 of the applicable Provision of Services as a Provider Site.

"Provision of Services" means a document entered into between Provider and RoadGuard, including any addenda, schedules, and supplements thereto, specifying the Services Provider agrees to provide under a Master Services Agreement.

"Services" means the Client Device Services and the other services, functions, and tasks described in this Master Services Agreement or Documentation.

"Servicing of Device Services" means completing paperwork required by RoadGuard and the court, governmental agency, jurisdictional administering authority, rule, regulation, statute, or other person(s) or entity(s) responsible for requiring, monitoring or



permitted to monitor a Client's use of the Device, providing Clients with training as outlined by RoadGuard, calibration services, servicing the Device and any Peripherals, replacing a Device, Peripheral, or component(s) of a Device or Peripheral, retrieving a Device and any Peripheral from a vehicle unable to drive to Provider's location, and other services, functions, and tasks described in this Master Services Agreement or in Documentation.

"SmarTrac" means the service providing accessibility to and use of the proprietary on-demand features and functionality of centrally housed software made available by RoadGuard, including mobile application versions of such centrally hosted services, which provides features and functionality such as interfacing with software contained within Devices and any related Peripheral, operating Devices and any related Peripheral, appointment notifications and other communications, calendaring, reporting, tracking of Client Device Services, and recording payments made by a Client to Provider or RoadGuard, and including all updates and upgrades to such software, services, and mobile applications.

"Web Portal" means the service providing accessibility to and use of the proprietary on-demand features and functionality of centrally housed software made available by RoadGuard, including mobile application versions of such centrally hosted services, which provides features and functionality such as caseload management, onboarding, and ancillary actions, and including all updates and upgrades to such software, services, and mobile applications.

2. RoadGuard Resources and Systems.

- a. For all Services, RoadGuard will provide to Provider the following:
 - i. Forms and Documentation applicable to the Services specified in a Provision of Services;
 - ii. A Toll-free number for Provider to direct Clients to when Clients need support or have questions;
 - iii. Training to Provider Personnel who provide Services. The date, time, location, and length of training will be agreed upon by RoadGuard and the Provider in advance;
 - iv.
- b. If Provider will be providing Client Device Services, RoadGuard will provide to Provider the following:
 - i. As deemed appropriate by RoadGuard, RoadGuard will refer Clients to Provider for the provision of Client Device Services;
 - ii. As deemed appropriate by RoadGuard and only as necessary to perform the Services, calibration, service equipment, service-interface equipment, Peripherals, and supplies on an "AS IS, **where is basis**";
 - iii. Devices, Peripherals, and related products in quantities deemed sufficient by RoadGuard in its sole discretion, provided, however, due to supply chain constraints, product availability constraints, and allocation of Devices and Peripherals among its distribution system, RoadGuard may from time to time, at its sole option and without liability to Provider, not supply Devices, Peripherals, and related products;
 - iv. Fees associated with Device and Peripherals related inspections and calibrations will be paid by RoadGuard; and
 - v. Access to SmarTrac pursuant to the provisions of this Master Services Agreement.

3. Scope of Services and Provider Obligations.

- a. All Services. For all Services, Provider will:
 - i. Except as otherwise expressly provided in this Master Services Agreement, be responsible for procuring and providing, at its own cost and expense, the tools, equipment, electrical connections, wireless network, internet connection, facilities, supplies, personnel, and other resources necessary to perform the Services specified in a Provision of Services and otherwise meet its obligations under this Master Services Agreement (including procuring and providing any and all modifications, enhancements, corrections, additions, changes and replacements thereto);
 - ii. Be solely responsible for: (A) ensuring Provider Personnel have completed RoadGuard's training for delivery of the Services specified in a Provision of Services; (B) providing adequate levels of onboarding and ongoing training for delivery of the Services specified in a Provision of Services; (C) employing or retaining only those persons eligible to work under applicable laws; (D) performing all of the responsibilities of an employer under applicable laws; (E) setting the terms and conditions for employing or retaining Provider Personnel, including the right to hire, train, compensate, provide leaves of absence and workers' compensation benefits, enforce standards of conduct, management performance, set hours and schedules, promote and demote, and discipline and terminate; (F) Provider Personnel acts and omissions, including their compliance with, and their breaches of, the terms of this Master Services Agreement; and (G) causing Provider Personnel to comply with the terms of this Master Services Agreement and Documentation. Provider will be solely responsible for providing compensation and benefits to Provider Personnel (and paying related government and payroll taxes). In no event will any Provider Personnel be eligible for any benefits or employment privileges provided by RoadGuard, or its Affiliates, to its employees. Provider agrees that anyone employed or engaged by Provider is an employee or independent contractor of Provider and remains under Provider's sole direction and control;

- iii. In a courteous and timely fashion, refer to RoadGuard's corporate office any judge, court, governmental agency, jurisdictional administering authority, lawyer, person in the media, court, probation officer, or other person or entity who contacts Provider to discuss a Client or any of the Services;
 - iv. Not make or authorize statements deemed by RoadGuard to be in derogation of RoadGuard, the Services, the Devices, any Peripheral, or RoadGuard's services;
 - v. Perform the Services in a manner that reflects favorably at all times on RoadGuard, the Devices, the Peripherals, RoadGuard's services, and the good name, goodwill, and reputation of RoadGuard;
 - vi. Perform the Services in compliance with all applicable federal, state, and local laws and regulations and any instructions, specifications, or documentation from the applicable court, governmental agency, or jurisdictional administering authority, including by maintaining all licenses, permits, insurance, and registrations required to perform the Services;
 - vii. Not make any false, deceptive, misleading representation or statement with respect to the Services, the Devices, the Peripherals, or RoadGuard's services, including, without limitation, any that are inconsistent with the Documentation or any other forms, materials, and information distributed by RoadGuard, including all warranties and disclaimers contained in such Documentation, forms, materials, and information;
 - viii. Not engage in any illegal, immoral or unethical practices;
 - ix. Not create or publish any promotional or informational material on behalf of RoadGuard related to RoadGuard, the Services, the Devices, the Peripherals, or RoadGuard's services without RoadGuard's prior written consent;
 - x. Not participate in any sales meetings or negotiations related to offering, selling, distributing, servicing, leasing, or otherwise making available the Devices, the Peripherals, or any services to Client or any other third party;
 - xi. Comply with all Documentation while performing Services; and
 - xii. If Provider intends to perform Services for any competitor of RoadGuard and its Affiliates, Provider will notify RoadGuard in writing of such intention.
- b. Client Device Services. In addition to and without limiting in any way Provider's obligations in this Section 3 or elsewhere in this Master Services Agreement, if Provider agreed to provide Client Device Services, Provider will:
- i. Allow RoadGuard to take a picture of any signage or other RoadGuard branded equipment that will be located in a Provider Site;
 - ii. Perform Client Device Services in accordance with applicable Documentation;
 - iii. Each time Provider provides a Client Device Service, Provider will provide Client with a receipt (including a paper receipt, where required) for such Client Device Service detailing the name of the person or entity paid, the date of payment, a separate description of each Client Device Service performed, the amount paid for each Client Device Service and the total amount paid, and the form of payment;
 - iv. Provider will be available to perform the Client Device Services and for Clients to drop off and retrieve their vehicles during the time periods specified in the applicable Provision of Services;
 - v. For all Client Device Services other than those specified on the Price List as payable by Client to Provider, Provider will collect funds on RoadGuard's behalf for Client Device Services performed by Provider and Provider will charge Clients only those fees that are stated in SmarTrac and in the amount set forth in SmarTrac or as otherwise provided by RoadGuard to Provider;
 - vi. Access and utilize SmarTrac to (A) ensure Provider will meet scheduled services for Clients, (B) notify RoadGuard if Provider needs to cancel or reschedule an appointment, (C) record Client Device Services performed for Clients, (D) report the amount paid by Client to Provider for each Client Device Service performed for Client, and (E) perform other activities identified in SmarTrac;
 - vii. Provide any services, functions, responsibilities, and tasks not specifically described in this Master Services Agreement, but which are required for the provision of the Device and any Peripheral to Clients or the performance of the Client Device Services;
 - viii. Ensure Provider Personnel have completed RoadGuard's training for delivery of the Client Device Services and are licensed or certified as required by applicable law to provide the Client Device Services;
 - ix. As of the Effective Date, Provider will promptly notify RoadGuard of any persons who are licensed or certified as required by applicable law to provide the Client Device Services and will promptly notify RoadGuard if any of such persons is no longer performing Client Device Services or is no longer licensed or certified as required by applicable law to provide the Client Device Services;
 - x. Provider will not open any Device or Peripheral for any reason; and
 - xi. if the applicable state, court, governmental agency, or jurisdictional administering authority requires licensure or certification, Provider will not and will not allow any Provider Personnel to perform any Client Device Services unless Provider and such Provider Personnel are licensed or certified as required by such state, court, governmental agency, or jurisdictional administering authority.

4. Property and Software

- a. Ownership. RoadGuard is, and will remain, the sole and exclusive owner of all right, title, and interest in and to SmarTrac, Web Portal, all Documentation, all software provided to Provider by RoadGuard, all Devices, all Peripherals, all documents, all specifications, all methodologies, all interfaces, all computers and tablets, all Client contracts, all Client data, all data generated from or related to the Services and RoadGuard business, and any other equipment or materials supplied to Provider by RoadGuard (collectively the “Property”). All rights in and to the Property are expressly reserved by RoadGuard. Provider will not remove any labels or allow any third party to remove any labels on the Property. Provider will promptly notify RoadGuard in writing of the theft, destruction, failure to operate or loss of any Property. RoadGuard may use tracking technology to monitor Provider’s use of SmarTrac, Web Portal, and any other Property. Provider acknowledges Provider’s access to the Property and RoadGuard’s Confidential Information will provide Provider with know-how and knowledge of the business affairs of RoadGuard. Provider hereby irrevocably assigns to RoadGuard, for no additional consideration, Provider’s entire right, title, and interest throughout the world in and to all results and proceeds of the Services performed under this Master Services Agreement, and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services, and all patents, copyrights, trademarks, trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.
- b. Provision of Access. RoadGuard grants to Provider a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use SmarTrac, Web Portal, and any other software which is developed or utilized by RoadGuard and provided to Provider or to which Provider has been given access solely for the purpose of providing the Services described in this Master Services Agreement, and only in the way RoadGuard has instructed. Under no circumstances may Provider use SmarTrac, Web Portal, any Device, any Peripheral, or any other software, equipment, computers or tablets, or other materials provided to Provider for any other purpose or to support any other business. Provider will not at any time, directly or indirectly, and shall not permit any Provider Personnel or any other person to: (i) copy, modify, or create derivative works of SmarTrac, Web Portal, any Device, or any Peripheral, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available SmarTrac, Web Portal, any Device, any Peripheral, or any other software, equipment, computers or tablets, or other materials provided to Provider; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of SmarTrac, Web Portal, any Device, any Peripheral, or any other software, equipment, computers or tablets, or other materials provided to Provider, in whole or in part; (iv) remove any proprietary notices from SmarTrac, Web Portal, any Device, any Peripheral, or any other software, equipment, computers or tablets, or other materials provided to Provider; or (v) use SmarTrac, Web Portal, any Device, any Peripheral, or any other software, equipment, computers or tablets, or other materials provided to Provider in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. RoadGuard reserves all rights not expressly granted to Provider in this Master Services Agreement.
- c. Insurance and Care of RoadGuard Property. During the term of this Master Services Agreement, Provider is solely responsible for the safekeeping and maintenance of all Property and shall maintain in full force and effect adequate insurance to cover the replacement cost of all Property and all Client property in the care, custody or control of Provider. All property insurance policies will name RoadGuard as a loss payee. Provider will provide workers’ compensation insurance and unemployment insurance for its own employees that meets the statutory limits of the states in which Provider operates, meets all federal statutes and regulations, and meets all requirements of the court, governmental agency, jurisdictional administering authority, rule, regulation, statute, or other person(s) or entity(s) responsible for requiring, monitoring or permitted to monitor a Client’s use of the Device. Throughout the term of this Master Services Agreement, Provider, at its own expense, shall procure and maintain insurance that is the greater of (i) comprehensive general liability insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including personal injury and property damage and products and completed operations and advertising liability, or (ii) the insurance coverage amount required by the court, governmental agency, jurisdictional administering authority, rule, regulation, statute, or other person(s) or entity(s) responsible for requiring, monitoring or permitted to monitor a Client’s use of the Device. All policies will include RoadGuard as an additional insured, waive subrogation as to RoadGuard, and be endorsed to provide that they may not be terminated or cancelled except upon 30 calendar days prior written notice by the insurer to RoadGuard, and Provider will not terminate or cancel any existing insurance policies pertaining to this Master Services Agreement without providing more than 30 calendar days prior written notice to RoadGuard. Upon signing this Master Services Agreement (and at any other time requested by RoadGuard), Provider shall provide RoadGuard with a certificate of insurance listing RoadGuard as an additional insured and, upon RoadGuard’s request, copies of the required policies. Provider’s liability under this Agreement is not limited by insurance, and Provider will be responsible to RoadGuard should insurance lapse or appropriate policy updates are not made.
- d. Client Funds and Documents. All funds collected by Provider from Clients for the fees identified in SmarTrac and any other fees collected by Provider from Clients on behalf of RoadGuard are the Property of RoadGuard.



- e. RoadGuard Marks. The trademarks and service marks of RoadGuard are owned by RoadGuard, and all use of those marks by Provider shall inure to the benefit of RoadGuard. Provider is granted a limited license to use and display the RoadGuard marks provided that (i) the use of the marks is pre-approved by RoadGuard or follows Documentation provided by RoadGuard, and (ii) this Master Services Agreement is still in effect. Provider will not act or use the Property or trademarks or services marks of RoadGuard in any way that may diminish, tarnish, disparage, or damage the goodwill associated with RoadGuard, the Property, or the trademarks or services marks of RoadGuard.

5. **Representations and Warranties; Disclaimer.**

- a. Provider represents and warrants to RoadGuard that:
 - i. Provider has the right to enter into this Master Services Agreement, to grant the rights granted in this Master Services Agreement, and to perform fully all of Provider's obligations in this Master Services Agreement;
 - ii. Provider's entering into this Master Services Agreement with RoadGuard and Provider's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Provider is subject;
 - iii. Provider has the required skill, experience, and qualifications to perform the Services, Provider shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and Provider shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
 - iv. Provider has no reason to believe any applicable federal, state, or local law or regulation will prevent Provider from providing any of the Services or otherwise performing under this Master Services Agreement; and
 - v. Without limiting clause (a)(iv) above, Provider and Provider's Personnel have not and will not violate and are in compliance with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.
- b. RoadGuard represents and warrants to Provider that it has the full right, power, and authority to enter into this Master Services Agreement and to perform its obligations hereunder.
- c. **As between RoadGuard and Provider, RoadGuard makes no warranty whatsoever with respect to the Devices, the Peripherals, or any calibration, service equipment, service-interface equipment, or other equipment or supplies provided by RoadGuard to Provider, including any warranty of merchantability or warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.**

6. **Billing and Payments**

- a. Payments from RoadGuard to Provider.
 - i. RoadGuard will pay Provider the fees for Services payable by RoadGuard, as set forth in the then-current Price List, via ACH pursuant to the instructions set forth in the applicable Provision of Services, provided **ALL the following conditions are met:**
 - A. For any Client Device Services other than Client Device Services specified on the Price List as payable by Client to Provider, Provider charges and collects from the Client only those fees that are stated in SmarTrac and in the amount set forth in SmarTrac or as otherwise authorized by RoadGuard.
 - B. Provider collects, at time of the provision of any Service, the ENTIRE fee(s) due from the Client for each Service performed.
 - C. Provider shall not accept cash or accept personal checks payable to RoadGuard unless preauthorized by RoadGuard.
 - D. Provider completes all supporting paperwork, contracts, and any other required documents, including, without limitation, providing Client with a receipt (including a paper receipt, where required) for such Service detailing the name of the person or entity paid, the date of payment, a separate description of each Service performed, the amount paid for each Service and the total amount paid, and the form of payment.
 - E. Provider enters all Client Device Services into SmarTrac at the time of service, including, without limitation, reporting the amount paid by Client to Provider for each Client Device Service performed for Client.
 - F. Provider sends all prior week's paperwork including Client contracts every Tuesday to RoadGuard's Corporate Office.
 - G. Provider obtains RoadGuard preauthorization BEFORE performing Client onsite service calls.
 - H. All fee exceptions must be preapproved by a RoadGuard manager.
 - I. Provider shall submit and keep updated the ACH information stated in Section 2 of the applicable Provision of Services.
 - ii. Payment to Provider of amounts payable by RoadGuard to Provider pursuant to this Section 6(a) shall constitute payment in full for the performance of the Services.



- b. Payment of Funds to RoadGuard. All fees collected by Provider for Client Device Services are collected on behalf of RoadGuard except for those specified on the Price List as payable by Client to Provider which the Provider may collect on its own behalf. All amounts collected by Provider on behalf of RoadGuard for Client Device Services will be processed through SmarTrac and through RoadGuard's merchant credit terminal. If there are any amounts owing to RoadGuard for Client Device Services, RoadGuard will issue an invoice statement to the Provider dated the 15th or last day of the month. Provider will pay RoadGuard in full within 10 days after the date of the invoice. Provider agrees to remit payment to RoadGuard only by electronic means (ACH checking account drafting, credit card on file, or other means approved by RoadGuard) and Provider acknowledges that late payments will be assessed with finance charges that are not more than the maximum amount allowed by law.
- c. Client Payment to Provider. The Client will pay the Provider directly upon completion of the Client Device Services those specified on the Price List as payable by Client to Provider. The amounts specified in the "Maximum Charge Payable by Client to Provider" column in the then-current Price List are the maximum amount Provider may charge Client for such services. Provider shall not charge a Client a fee or any amount in excess of the amount set forth in "Maximum Charge Payable by Client to Provider" column in the then-current Price List. All amounts collected by Provider for Client Device Services collected by or on behalf of Provider will be processed through the Provider's regular business practices.
- d. Taxes.
 - i. For all amounts payable by RoadGuard to Provider under this Master Services Agreement, Provider is responsible for all income, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority.
 - ii. All amounts payable by Provider to RoadGuard under this Master Services Agreement are exclusive of taxes and similar assessments.
 - iii. For all amounts paid to Provider by a Client, Provider is responsible for all income, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority.

7. Confidentiality Obligations

- a. Confidentiality Obligations of Provider. The terms of this Master Services Agreement, all Property, all Documentation, all training information, all methods, processes, techniques, know-how, information about Services, information about Devices, information about Peripherals, all Personal Information as defined in Appendix A attached hereto, the fact of and terms of any monitoring order and any other information learned about Clients in the performance of the Services, all information related to or about RoadGuard and its Affiliates, and all means of conducting business that are not publicly known are the confidential and proprietary information of RoadGuard (collectively, "**Confidential Information**"). Provider shall keep and maintain all Confidential Information in strict confidence. Provider agrees that Confidential Information can only be used to provide the Services under this Master Services Agreement and should only be accessed by authorized personnel of Provider who have a need to know or otherwise access Confidential Information to enable Provider to perform its obligations under this Master Services Agreement. Nothing in this Master Services Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Provider will ensure that the owner/principal and all Provider Personnel comply with the confidentiality obligations of this Master Services Agreement and will cooperate with RoadGuard in any enforcement action, including actions against employees or contractors no longer engaged by Provider. RoadGuard may require individuals of Provider's organization to sign a non-disclosure agreement. In the event of a breach or threatened breach of this Section 7, Provider acknowledges and agrees that money damages would not afford an adequate remedy and that RoadGuard shall be entitled to seek a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
- b. Privacy and Data Security. Provider will comply with the Privacy and Data Security Provisions set forth on Appendix A.
- c. Additional State Requirements. In addition to any requirements to maintain the confidentiality and security of Confidential Information, Provider shall comply with all state obligations, including any obligations for which RoadGuard gives notice to Provider.
- d. Return or Destruction of Confidential Information. At any time during the term of this Mater Services Agreement at RoadGuard's request or upon the termination or expiration of this Master Services Agreement for any reason, Provider shall,



and shall instruct all of its employees, agents, representatives, independent contractors, and subcontractors to, promptly return to RoadGuard all copies, whether in written, electronic, or other form or media, of Confidential Information in its possession or the possession of such employees, agents, representatives, independent contractors, and subcontractors, or securely dispose of all such copies, and certify in writing to RoadGuard that such Confidential Information has been returned to RoadGuard or disposed of securely. Provider shall comply with all directions provided by RoadGuard with respect to the return or disposal of Confidential Information.

8. **Relationship of Parties**

- a. **Independent Contractor.** Provider is a service provider and is not authorized to act as a marketing representative or as any other agent for RoadGuard. Provider is an independent contractor of RoadGuard, and this Master Services Agreement shall not be construed to create an employment, franchise, partnership, association, joint venture, or agency relationship between Provider and RoadGuard for any purpose. Provider shall have no authority (and shall not hold itself out as having authority) to bind or make decisions for RoadGuard and Provider shall not make any agreements or representations on RoadGuard's behalf without RoadGuard's prior written consent. Without limiting the foregoing, neither Provider nor any Provider Personnel will be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by RoadGuard to its employees, and RoadGuard will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Provider's behalf. Provider shall be responsible for, **and shall indemnify RoadGuard against, all such taxes or contributions, including penalties and interest.** Any persons employed or engaged by Provider in connection with the performance of the Services shall be Provider's employees or contractors, and **Provider shall be fully responsible for them and fully indemnify RoadGuard against any claims made by or on behalf of any such employee or contractor.** RoadGuard does not control, directly or indirectly, the staffing levels, work assignments, work schedules or hours, compensation, overtime, seniority or performance of any Provider Personnel. Provider is customarily engaged in an independently established trade, occupation, or business of a similar nature as the Services. At all times during the term of this Master Services Agreement, Provider will procure and maintain, at its sole cost and expense, worker's compensation for its own employees that meets the minimum amount required by applicable law.
- b. **No obligation to Offer, Sell or Lease.** The prices, terms, and conditions under which RoadGuard offers, leases, or otherwise provides RoadGuard Devices, Peripherals, and services shall be determined by RoadGuard in its sole discretion. Nothing in this Master Services Agreement shall obligate RoadGuard to actually offer, lease, or otherwise provide any RoadGuard Devices, Peripherals, or services or consummate any transaction with a Client.

9. **Term and Termination.**

- a. **Term.** Unless and until earlier terminated as provided in this Master Services Agreement, the term of this Master Services Agreement begins on the Effective Date and continues thereafter until all Provision of Service Forms referencing this Master Services Agreement have expired or have been terminated.
- b. **Termination.** This Master Services Agreement or a Provision of Services may be terminated by RoadGuard without cause upon ninety (90) days written notice to Provider. RoadGuard may terminate this Master Services Agreement or a Provision of Services, effective immediately upon written notice to Provider, (i) if Provider fails to perform or breaches this Master Services Agreement; (ii) upon the filing of a voluntary or involuntary bankruptcy proceeding involving Provider, (iii) the appointment of a receiver or trustee for the assets of Provider, or (iv) if Provider fails to promptly remit funds to RoadGuard.
- c. **Effect of Termination.** In the event of termination or expiration of this Master Services Agreement, the licenses granted to Provider under this Master Services Agreement shall immediately terminate, Provider will immediately discontinue making any statements from which it might be inferred that any relationship exists between Provider and RoadGuard, immediately return to RoadGuard all Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof), will not act in any way to damage the reputation or goodwill of RoadGuard, the Devices, Peripherals, or RoadGuard's services, and will return to RoadGuard all Property, at Provider's expense. If the Property is not returned or is not returned in good working condition (reasonable wear and tear excluded), Provider will owe the per unit prices then charged or paid by RoadGuard to replace each such piece of Property and RoadGuard may offset any such charges against any sum due to Provider. If the Property is not timely returned, Provider grants RoadGuard permission to enter any Provider Site during business hours to remove the Property. In addition to the foregoing, in the event of termination or expiration of a Provision of Services:
 - A. If Provider is providing Client Device Services, Provider will ship all Devices, Peripherals, calibration equipment, service equipment, service-interface equipment, and supplies in Provider's possession, custody, or control to RoadGuard in proper packaging. Provider will be responsible for all damages during shipment, including damage



resulting from failure to ship the Devices, Peripherals, and equipment in proper packaging, and RoadGuard shall have the right to offset any such damages against any sum due Provider. The licenses granted to Provider under this Master Services Agreement related to Client Device Services shall immediately terminate and Provider will immediately return to RoadGuard all Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof).

10. General Terms

- a. **Inspection.** During the Term, RoadGuard shall be entitled to enter any Provider Site during business hours and inspect Provider's records and facility as they pertain to the Services. At all times during the term of this Master Services Agreement, Provider will keep all books and records up to date in accordance with the procedures learned during RoadGuard's training program. Provider may not subcontract any Services unless approved in writing by RoadGuard, including but not limited to any of the Provider's independent contractors. Provider is responsible for keeping premises and records in compliance with local and state requirements, which may include visits from state agencies for inspection.
- b. **Indemnity.** Provider shall defend, indemnify, and hold harmless RoadGuard and its owners, managers, directors, officers, employees, agents, and successors from and against all actions, claims, demands, proceedings, and suits, and any and all liabilities, obligations, risks, damages, losses, fines, settlements, penalties, judgments and costs or expenses of whatever kind (including reasonable attorneys' fees) arising from or related to (i) bodily injury, death of any person, or damage to real or tangible personal property resulting from Provider's acts or omissions; (ii) claims of Provider Personnel, employees, and contractors of Provider; and (iii) a breach of any representation, warranty, or obligation of Provider under this Master Services Agreement, a Provision of Services, or a Price List, including a breach of confidentiality and privacy and data security obligations.
- c. **Choice of Law and Venue.** THIS MASTER SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HEREBY EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS, FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS MASTER SERVICES AGREEMENT.
- d. **Notices** All notices required to be given under this Master Services Agreement or any Provision of Services shall be given in writing, and shall be given by e-mail or by overnight delivery service using a nationally recognized courier, in all cases with a confirmation copy by confirming email, to the address specified for notices in the applicable Provision of Services or such other address as the Party specifies in writing.
- e. **Attorneys' Fees; Remedies.** In the event of any claim, controversy or dispute arising out of this Master Services Agreement or the breach of this Master Services Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with any arbitration or court proceeding. The remedies of the Parties under this Master Services Agreement are cumulative and shall not exclude any other remedies, at law or in equity, to which any Party may be lawfully entitled. This Master Services Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Master Services Agreement.
- f. **Legal Review.** Provider acknowledges that it has had the opportunity to be represented by legal counsel in connection with this Master Services Agreement and that Provider's counsel has reviewed and revised this Master Services Agreement, or has had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Master Services Agreement.
- g. **Modifications.** This Master Services Agreement may only be amended by a written amendment signed by both of the Parties. This Master Services Agreement and any amendments may be executed by facsimile signature and/or electronic signatures and those signatures are recognized as valid.
- h. **Assignment; Waiver; Binding Effect.** Provider may not transfer or assign this Master Services Agreement, or any benefits or obligations of the Master Services Agreement, without the written consent of RoadGuard. RoadGuard may transfer or assign this Master Services Agreement, or any benefits or obligations of the Master Services Agreement, without the written consent of Provider. Any waiver by a Party of any default of another Party shall not affect or impair any rights arising from any other or subsequent breach. This Master Services Agreement will be binding upon and inure to the benefit of the Parties and their respective assigns, legal representatives, executors and successors; provided, however, that Provider shall not have the right to assign or delegate any of its rights hereunder, in whole or in part, without the prior written consent of RoadGuard, and any attempt to do so will be void. In the event a provision of this Master Services Agreement is held to be unenforceable, the



Master Services Agreement will be deemed to be amended to exclude the unenforceable provision, and the remaining provisions will remain in full force and effect.

- i. Complete Understanding. This Master Services Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.
- j. Survival. The rights and obligations of the Parties set forth in Section 3(a)(ii) and (iv), Section 4(a), (c), (d), and (e), Section 6(b) and (d), and Sections 7 and 8, Section 9(c), and Section 10 of this Master Services Agreement, and any right or obligation of the Parties in this Master Services Agreement which, by its nature, should survive termination or expiration of this Master Services Agreement, will survive any such termination or expiration of this Master Services Agreement.

APPENDIX A TO
MASTER SERVICES AGREEMENT

PRIVACY AND DATA SECURITY PROVISIONS

1. Definitions. Capitalized terms used but not defined in this Appendix A shall have the meanings set out in the Master Services Agreement.

“**Applicable Privacy Law**” means (a) any law, rule, order, or regulation (and all amendments thereto) applicable to the Master Services Agreement, Services, RoadGuard, or Provider, and (b) applicable industry standards (and all amendments thereto), in each case of both (a) and (b), concerning privacy, data protection, confidentiality, information security, availability and integrity, or the handling or Processing of Personal Information.

“**Highly Sensitive Personal Information**” means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (iii) biometric, genetic, health, medical, or medical insurance data; or (iv) geolocation data.

“**Personal Information**” means information provided to Provider by or at the direction of RoadGuard, information which is created or obtained by Provider on behalf of RoadGuard, or information to which access was provided to Provider by or at the direction of RoadGuard, in the course of Provider's performance under this Master Services Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, passwords or PINs, user identification and account access credentials or passwords, student information, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

“**Processing**” (including its cognates, “Process” or “Processed”) means any operation or set of operations that is performed upon Confidential Information, whether or not by automatic means, including, but not limited to, collection, recording, processing, organization, storage, access, adaptation, alteration, analysis, retrieval, consultation, use, disclosure, sharing, transmission, retention, dissemination, aggregation, making available, alignment, combination, blocking, deleting, generation, production, combination, erasure or destruction.

“**Security Breach**” means (i) any act or omission that compromises either the security, confidentiality, availability, or integrity of Confidential Information or the physical, technical, administrative, or organizational safeguards put in place by Provider, or by RoadGuard should Provider have access to RoadGuard's systems, that relate to the protection of the security, confidentiality, availability, or integrity of Confidential Information, or (ii) a breach or alleged breach of this Master Services Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Confidential Information.

2. Standard of Care

a. Provider shall maintain, implement, and comply with appropriate physical, technical, administrative, operational, and organizational measures to protect Confidential Information Processed by it (or on its behalf), including when such Processing is undertaken in connection with any Service, against accidental, unauthorized, or unlawful destruction, loss, use, alteration, disclosure, or access, including when such Processing is undertaken in connection with any Service. Provider shall comply with the terms and conditions set forth in this Master Services Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Confidential Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Confidential Information it Processes, is under its control or is in its possession. Provider shall be responsible for, and remain liable to, RoadGuard for the actions and omissions of all of Provider's Personnel concerning the treatment of Confidential Information as if they were Provider's own actions and omissions.

b. At a minimum, Provider's safeguards for the protection of Confidential Information shall include: (i) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) implementing network, application, database, and platform security; (iii) securing information transmission, storage, and disposal; (iv) implementing authentication and access controls within media, applications, operating systems, and equipment; (v) encrypting Personal Information stored on any media; (vi) encrypting Personal Information when transmitted; (vii) strictly segregating Confidential Information from information of Provider or

its other customers so that Confidential Information is not commingled, combined, merged, or aggregated with any other data or information that is not provided by or on behalf of RoadGuard or its Affiliates; (viii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Provider's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Provider's employees.

c. Provider shall provide and maintain the equipment, software, services, and testing necessary to protect credit card information in accordance with this Section 2. Provider will comply with the requirements of the most current published version of the Payment Card Industry Data Security Standards, PCI PIN Transaction Security standards, and Payment Application Data Security Standards, as applicable.

d. Provider agrees and covenants that it shall:

i. Process Personal Information in accordance with Applicable Privacy Laws;

ii. Collect, use, retain, share, or disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Master Services Agreement, and not use, collect, retain, share, sell, lease, assign, sublicense, time-share, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Provider's own commercial purposes, for the benefit of anyone other than RoadGuard, for monetary or other valuable consideration, or in a way that does not comply with Applicable Privacy Laws. If a law requires the Provider to disclose Personal Information for a purpose unrelated to the Services, Provider must first inform RoadGuard of the legal requirement and give RoadGuard an opportunity to object or challenge the requirement, unless the law prohibits such notice. Provider must promptly notify RoadGuard of any changes to the requirements of an Applicable Privacy Law that may adversely affect its performance under the Master Services Agreement. RoadGuard and Provider agree that any transfer or disclosure of Personal Information between the Parties under the Master Services Agreement is not for monetary or other valuable consideration;

iii. Provider will not transmit any Personal Information to any country outside of the United States;

iv. Provider will reasonably cooperate and assist RoadGuard with meeting RoadGuard's Applicable Privacy Law compliance obligations and responding to Applicable Privacy Law-related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Provider's Processing and the information available to the Provider. Provider must promptly comply with any RoadGuard request or instruction requiring Provider to provide, amend, transfer, or delete Personal Information, or to stop, mitigate, or remedy any unauthorized processing. Provider must notify RoadGuard immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either Party's compliance with Applicable Privacy Law. Specifically, Provider must notify RoadGuard within 2 working days if it receives a verifiable consumer request under Applicable Privacy Law;

v. If the Services require the collection of personal information from individuals on RoadGuard's behalf, Provider will always provide an Applicable Privacy Law compliant notice at collection that RoadGuard specifically pre-approves in writing. Provider will not modify or alter the notice in any way without the RoadGuard's prior written consent; and

vi. Provider will not Process Personal Information for online behavioral advertising purposes. Provider will not re-identify or attempt to re-identify for any purpose any Personal Information or any data generated therefrom that has been previously aggregated, de-identified, or anonymized and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

e. Provider certifies that it understands this Master Services Agreement's and Applicable Privacy Law's restrictions and prohibitions on selling personal information and retaining, using, sharing, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.

3. Security Breach Procedures.

a. Provider shall:

i. provide RoadGuard with the name and contact information for one or more employees of Provider who shall serve as RoadGuard's primary security contact and shall be available to assist RoadGuard twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and

ii. notify RoadGuard of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Provider becomes aware of it.

b. Immediately following Provider's notification to RoadGuard of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Provider agrees to fully cooperate with RoadGuard in RoadGuard's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing RoadGuard with physical access to the facilities and operations affected; (iii) facilitating interviews with Provider's employees and others involved in the matter; and (iv)



making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by RoadGuard.

c. Provider shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Provider shall reimburse RoadGuard for all actual costs incurred by RoadGuard in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 3(d) below.

d. Provider agrees that RoadGuard shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in RoadGuard's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

e. Provider agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

f. Provider agrees to fully cooperate at its own expense with RoadGuard in any litigation, investigation, or other action deemed necessary by RoadGuard to protect its rights relating to the use, disclosure, protection, and maintenance of Confidential Information.

g. In the event of any Security Breach, Provider shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

4. Oversight of Security Compliance

a. Upon RoadGuard's request, to confirm Provider's compliance with this Master Services Agreement, as well as any applicable laws, regulations, and industry standards, Provider grants RoadGuard or, upon RoadGuard's election, a third party on RoadGuard's behalf, permission to perform an assessment, audit, examination, or review of all controls in Provider's physical and/or technical environment in relation to all Confidential Information being Processed and/or Services being provided to RoadGuard pursuant to this Master Services Agreement. Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Confidential Information for RoadGuard pursuant to this Master Services Agreement. In addition, upon RoadGuard's request, Provider shall provide RoadGuard with the results of any audit by or on behalf of Provider performed that assesses the effectiveness of Provider's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Master Services Agreement.

b. Upon RoadGuard's request, to confirm Provider's compliance with this Master Services Agreement, as well as any applicable laws and industry standards, Provider shall promptly and accurately complete a written information security questionnaire provided by RoadGuard, or a third party on RoadGuard's behalf, regarding Provider's business practices and information technology environment in relation to all Confidential Information being Processed and/or Services being provided by Provider to RoadGuard pursuant to this Master Services Agreement. Provider shall fully cooperate with such inquiries.