

MASTER SOFTWARE AS A SERVICE AGREEMENT

Effective Date: _____

This MASTER SOFTWARE AS A SERVICE AGREEMENT is effective as of the date set forth above (the “Effective Date”) by and between Trusted Driver, Inc. (“Provider”), a Texas corporation with its principal place of business located at: 1354 N. Loop 1604 E., Suite 103 San Antonio, TX 78232, and the entity described in the table below (“Customer”).

Section A. Customer Information	
Customer Name: City of Everman, TX	Physical Address (to be used for notice purposes):
Customer Representative Name:	Phone Number: Email:
Business Tax ID Number:	Type of Business (Sole Proprietor, Partnership, LLC, Corporation, Financial Institution):
Section B .Term	
Term: Annually	[<i>years</i>]
Auto Renewal Terms: Annually	[_____]
Section C. QR Code Cards	
The number of complimentary QR Cards to be provided by the Provider:	5,000
Cost for additional QR Cards:	0 - 1,000 QR Cards = \$300 1,001 - 2,500 QR Cards = \$520 2,501 - 5,000 QR Cards = \$800 5,001 - 10,000 QR Cards = \$1,300 10,001 - 20,000 QR Cards = \$2,500
Customer shall reimburse Provider through the Stonegarden Grant:	<i>Yes/No</i>
Section E. Customer and Provider Agreement	
The parties hereby agree that the attached “General Terms and Conditions” (the “ <u>Terms and Conditions</u> ”) are incorporated into, and are made an integral part of, this Agreement.	

Signature of Service Provider Representative	Signature of Customer Representative
Name:	Name:
Title:	Title:

GENERAL TERMS AND CONDITIONS

The terms in the table on the first page of this Agreement (the “Cover Page”), and the following terms and conditions are considered a single, integrated document and shall collectively be referred to as the “Agreement.”

1. SERVICES AND SERVICE ORDERS.

- 1.1 General Description and Definitions. This Agreement contains the terms upon which Customer may procure certain services from the Provider. The Provider will provide the services described in each Service Order (collectively, the “Services”). Certain terms are defined hereinbelow, while others are defined in Schedule 2.1 (Definitions).
- 1.2 Service Orders. From time to time, Customer and Provider may enter into one or more Service Orders, which shall be substantially in the form attached hereto as **Exhibit A** (each a “Service Order”). For the avoidance of doubt, Service Order(s) may include terms and conditions that are in addition to or different from the terms and conditions in this Agreement, and which will prevail over any terms and conditions in this Agreement in the event of any conflict; provided, that such additional or different terms and conditions must be expressly stated in such Service Order(s). All Services will be subject to the terms of this Agreement (regardless of whether applicable Service Order(s) have been executed), and once signed, all Service Orders are non-cancellable and non-refundable (except as expressly stated in this Agreement).

2. HOSTED SERVICES.

- 2.1 The Provider hereby grants to Customer and Authorized Users a non-exclusive right to access and use the Hosted Services during the Term; provided, that Customer and each Authorized User complies with the Acceptable Use Policy. In connection therewith, the Provider shall create an Instance for the Customer and shall provide login details for that Instance. Provider shall initially create one or more Accounts within the Instance, as applicable, for use by Authorized Users in connection with use of the Hosted Services. Customer may create additional Accounts within the Instance and shall provide and manage user IDs and passwords for Authorized Users.
- 2.2 The rights granted by the Provider to the Customer under Section 2.1 are subject to the following restrictions:
 - (a) only Authorized Users shall have access to the Hosted Services;
 - (b) the Customer shall not sub-license its right to access and use the Hosted Services;
 - (c) the Customer shall not make any modifications or alterations to the Platform;
 - (d) the Customer shall not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services; and
 - (e) Customer shall not permit or encourage any third party to: (i) use the Hosted Services for third-party training, software-as-a-service, time-sharing or service bureau use; or (ii) disassemble, decompile or reverse engineer any portions of the Hosted Services, or otherwise attempt to gain access to the source code to such Hosted Services (or the underlying ideas, algorithms, structure or organization of the object code in the Hosted Services).
- 2.3 The Customer shall use commercially reasonable efforts, including reasonable security measures relating to Account access details to prevent unauthorized persons from gaining

access to the Hosted Services using an Account.

- 2.4 Subject to this Agreement and relevant Service Order, the method and means of providing the Hosted Services shall be under the exclusive control, management and supervision of the Provider.

3. MAINTENANCE AND SUPPORT SERVICES.

- 3.1 The Provider shall provide the Maintenance and Support Services in accordance with the agreed Service Order covering such Services. Provider shall use its reasonable efforts to give the Customer at least two (2) Business Days' prior notice of scheduled Maintenance and Support Services that are likely to affect the availability of the Hosted Services.
- 3.2 Provider shall Update the Hosted Services from time to time, however Upgrades shall be subject to an additional cost and subject to execution of a Service Order covering the Upgrade.

4. TERM.

- 4.1 This Agreement shall commence on the Effective Date and shall continue for the period described on the Cover Page; provided, that, that the applicable Term shall be automatically extended to the end date of the last Service Order(s) then in effect if such Service Order(s) has specified a term longer than the Term. Termination of one Service Order shall not affect the validity or enforceability of the Agreement or any other Service Orders that remain in effect. Following the initial term this Agreement shall automatically renew for the periods described on the Cover Page.

5. CUSTOMER DATA.

- 5.1 Customer warrants to the Provider that it has the legal right to disclose all Customer Data and Confidential Personal Information that it discloses to the Provider under or in connection with this Agreement. Customer Data shall be and remain the sole and exclusive property of Customer; however Provider may access, process and use the Customer Data in accordance with this Agreement. The Provider shall create a back-up copy of the Customer Data at least daily and shall retain and securely store each such copy for a minimum period of thirty (30) days.
- 5.2 The parties acknowledge that, in the course of performing the Hosted Services, the Provider may require access to and use of certain software, processes, instructions, methods, application programming interfaces and techniques of Customer that are owned or licensed by Customer (collectively, the "Customer Materials"). To the extent that Customer makes available to the Provider any Customer Materials under this Agreement, Customer hereby grants to the Provider a license to use such Customer Materials during the applicable Services Term, for the purpose of performing Implementation Services and providing the Services hereunder.
- 5.3 Provider may use and process anonymized Customer Data in accordance with Section 5.4. Provider may collect telemetry data and usage patterns through the Platform and other Services provided hereunder. All such uses shall comply with applicable laws and regulations.

- 5.4 The Provider shall have the perpetual, irrevocable, worldwide, royalty free right and license to share, use, modify, anonymize, aggregate, create derivative works from, combine with other data, sublicense, sell, and otherwise process all Customer Data, provided that such actions comply with applicable laws and regulations. These rights extend to: (i) creating and selling industry insights and reports; (ii) developing new products and services; (iii) training artificial intelligence and machine learning models; (iv) conducting market research and analytics; (v) improving existing Services; and (vi) any other purpose determined by Provider. Provider may share both raw and processed Customer Data with its affiliates, partners, and third parties subject to appropriate confidentiality obligations. All data processing activities will be conducted in accordance with industry standards for data protection and privacy.
- 5.5 Customer hereby grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use, modify, analyze, aggregate, anonymize, and create derivative works the Data for any business purpose, including but not limited to: . Provider may sublicense these rights to its affiliates, contractors, and business partners. Provider will ensure any use of Customer Data complies with applicable privacy laws and regulations. from Customer and its Affiliates and no other Authorized User that it discloses to the Provider under or in connection with this Agreement.
6. FEES AND PAYMENT.
- 6.1 Fees. Customer shall pay Provider the Fees, including the Subscription Fees, described in the applicable Service Order. Provider may increase the Fees, by up to 3.5 percent, on a yearly basis, provided that Provider must first provide ninety (90) days written notice of the proposed increase to Customer, after which Customer may, within ninety (90) days of the date of receipt of notice, either terminate the contract and all work orders to which the Fee increase work apply or accept the increase. For the avoidance of doubt, all fees described in this Agreement or a Service Order are exclusive of any applicable taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 6.2 Convenience Fee. In addition to the fees payable by Customer, Provider may charge a convenience fee on the End-User (motorist) for using the Platform in the amount described in the applicable Service Order (the “Convenience Fee”). This Convenience Fee enables the Provider to offer its comprehensive e-citation Platform, data analytics, and court back-office services to the Customer at a significantly reduced cost. As such, the Customer acknowledges and agrees that onboarding and utilizing the Provider’s built-in payment platform is a required component of this Agreement. The Provider reserves the right from time to time and at any time to modify the Convenience Fee at its sole discretion.
- 6.3 Payments. The Provider shall issue invoices on a monthly basis (or such other frequency as may be set forth in the applicable Service Order). All invoices shall be payable via check, ACH or wire transfer within thirty (30) days from the invoice date. If the Customer fails to make any payment when due then, in addition to all other remedies that may be available to Provider: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under law; and (b) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs and collection agency fees. If the failure to pay continues for ten (10) days following written notice thereof, Provider may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

7. QR CODE CARDS.

- 7.1 The Customer shall receive, free of charge, the number of QR Code Cards reflected in the Cover Page. Additionally, the Customer shall have access to the print template for self-production of QR Cards. The Customer may acquire additional QR Cards from the Provider at the price also described in the Cover Page.

8. CUSTOMIZATION REQUESTS.

- 8.1 All customization requests by the Customer shall be submitted through a Change Order in the form attached hereto as **Exhibit B**. The Change Order will detail the scope, deliverables, timelines, and costs associated with the requested customizations. The Change Order must be agreed upon and signed by both the Customer and the Provider before any customization work commences.

9. CONFIDENTIALITY.

The provisions set forth in this Section 9 are in addition to and not in lieu of any confidentiality, privacy, security and other requirements imposed on the parties in the Exhibits.

- 9.1 Each receiving party and their Personnel will use all reasonable efforts to avoid disclosure, publication or dissemination of any of the disclosing party's Confidential Information or use of the disclosing party's Confidential Information other than in connection with the purpose of this Agreement, including:

- (a) keep the disclosing party's Confidential Information strictly confidential;
- (b) not disclose the disclosing party's Confidential Information to any person except Personnel who have an absolute need to know such Confidential Information in order to fulfill its obligations hereunder and who have executed a written agreement by which they agree to be bound by terms substantially similar to this Section 9, without the disclosing party's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the disclosing party's Confidential Information as the receiving party uses to protect its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
- (d) not use any of the disclosing party's Confidential Information for any purpose other than in connection with the receiving party's obligations under this Agreement and each Service Order.

- 9.2 The obligations under this Section 9 do not apply to any disclosing party's Confidential Information that meets the following criteria:

- (a) is known to and possessed by the receiving party before disclosure under this Agreement and is not subject to any obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the receiving party; or
- (c) is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality.

- 9.3 The provisions of this Section shall continue in force during the Term and for a period of three (3) years after termination of this Agreement, except for any "trade secrets" under

applicable law for which the provisions of this Section shall continue in force for so long as such information remains a "trade secret."

- 9.4 The receiving party must immediately notify the disclosing party upon the discovery of the loss, unauthorized disclosure or unauthorized use of any Confidential Information and cooperate with the disclosing party, at no additional charge, in the investigation of any such unauthorized disclosure.
- 9.5 Within ten (10) days following the earlier of (a) termination or expiration of this Agreement or (b) completion of a project for which the disclosing party's Confidential Information has been provided, the receiving party must, at the disclosing party's discretion, either return to the disclosing party all the disclosing party's Confidential Information (including all copies/derivatives thereof) or certify in writing to the disclosing party that such disclosing party Confidential Information (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved, provided that each receiving party may retain a single copy of the disclosing party's Confidential Information for archival purposes, subject to the provisions of this Section.

10. INTELLECTUAL PROPERTY.

- 10.1 Provider IP. Provider shall own all right, title and interest in any intellectual property developed, created or reduced to practice by or on behalf of Provider in connection with this Agreement or the Services, including all modifications, improvements and derivative works of the Platform and Services.
- 10.2 Knowledge and Experience. Nothing in this Agreement shall restrict Provider from using the general knowledge, skills, experience, ideas, concepts, know-how, and techniques acquired or learned in the course of performing the Services; provided that such use does not involve the disclosure of Customer's Confidential Information.

11. WARRANTIES.

- 11.1 PROVIDER WARRANTS THAT DURING THE TERM THE SERVICES AND THE PLATFORM SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION. IN THE EVENT OF ANY BREACH OF THIS SECTION 11.1, PROVIDER SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SERVICES THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER.
- 11.2 Customer represents and warrants that it shall: (i) obtain any required licenses and/or consents related to the Customer Data necessary for Provider to perform its obligations under this Agreement, including without limitation all necessary permissions and consents from end users (including vehicle drivers) to store, process, and transmit their personal data, and Customer acknowledges that Provider shall have no liability for any claims, losses, or damages arising from Customer's failure to obtain such permissions; (ii) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services or the Platform; (iv) notify Provider promptly of any unauthorized use of the Services or Platform or any breach, or attempted breach, of security of the same; (v) not intentionally and knowingly use the Services or the Platform in a manner that would violate applicable laws or regulations; (vi) not use the Services or the Platform to transfer any data for any fraudulent purposes; and (vii) maintain reasonable safeguards within Customer's environment to protect its own systems that have access to Customer Data from the introduction of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended

purpose is to permit any person to circumvent the normal security of the Services or the Platform.

- 11.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES AND THE PLATFORM ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE OR NON INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND THE PLATFORM ARE PROVIDED “AS IS” AND FURTHER ACKNOWLEDGE THAT PROVIDER DOES NOT WARRANT: (A) THE OPERATION OF THE SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SERVICES AND THE PLATFORM ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; OR (C) THE FEATURES OR FUNCTIONALITIES OF THE SERVICES OR THE PLATFORM WILL BE AVAILABLE AT ANY TIME IN THE FUTURE.

12. INDEMNIFICATION.

- 12.1 Indemnification by Customer. To the extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Provider and its officers, shareholders, directors, employees, agents, and affiliates (collectively, the “Provider Indemnified Parties”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, “Claims”) arising out of or relating to: (a) any breach by Customer of its representations, warranties, or obligations under this Agreement; (b) any negligent or willful acts or omissions by Customer or its personnel in connection with the performance of this Agreement; (c) any claims brought by third parties alleging that Customer's data or materials infringe upon or misappropriate any intellectual property or other rights of any third party; or (d) any claims, demands, or actions brought by end users or other third parties relating to their use of the Platform or Services, or relating to any data entered, uploaded, or transmitted by Customer or its Authorized Users through the Platform or Services. The indemnification obligations set forth in this section are conditioned upon: (i) Provider providing prompt written notice to Customer of any claim; and (ii) Provider providing reasonable cooperation to Customer, at Customer's expense, in the defense of such claim.
- 12.2 Intellectual Property Indemnification. Provider will defend or settle, indemnify and hold Customer and its officers, directors, employees, agents and assigns harmless from and against any third party claim, suit or proceeding, and shall pay any damages awarded in a final judgment or agreed upon in settlement, based on a claim that any Service or the Platform (for purposes of convenience in this Section 11, collectively “Services” or “Service”) as provided under this Agreement infringes any U.S. copyright, patent right, trademark or similar proprietary right of any third party (a “Third Party IP Claim”). Provider will also pay reasonable attorneys' fees and expenses incurred in connection with such defense or settlement. Notwithstanding the foregoing, Provider will have no indemnity obligation or liability hereunder to Customer for any Third Party IP Claim arising from : (i) modification by Customer or any third party on Customer's behalf or direction of the Services or associated technology, provision of the Services other than by Provider or by another party at the direction or instruction of Provider, including any portion of the software or Platform provided to Customer as part of the Services; or (ii) combination of Provider's Services with parts, equipment, software, devices or third-party services not provided by Provider; or (iii) any willful misconduct or fraudulent action of Customer. In the event that the Services or the

Platform are held to or believed by Provider to infringe any third party U.S. copyright or patent right, Provider will have the option to: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Customer the right to continue using the Services; or (z) if both (x) and (y) are not reasonably practicable, either party may terminate this Agreement on written notice to the other. Provider will not have any obligation to indemnify Customer hereunder with respect to any claim that any third-party "open source" or "shareware" software incorporated into any software, the Services provided hereunder infringes any third-party U.S. copyright, patent, or similar proprietary right. PROVIDER WILL HAVE NO OBLIGATION TO CUSTOMER IF ANY ALLEGED THIRD-PARTY IP CLAIM IS BASED UPON THE USE OF THE SERVICES FOR A PURPOSE FOR WHICH THE SERVICES WERE NOT INTENDED OR UPON USE OF ANYTHING OTHER THAN THE MOST CURRENT VERSION OF THE SERVICES.

13. LIMITATIONS OF LIABILITY; INSURANCE.

- 13.1 Total Liability. In no event shall Provider's liability to Customer arising out of or related to this Agreement exceed, in the aggregate, the lesser of the total Fees paid by the Customer to the Provider under the Service Order under which the claim arose, for the period of three (3) months prior to the date the claim arose, or \$250.00, whether such liability is based on an action in contract, warranty (other than a performance warranty), strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- 13.2 No Consequential Damages. IN NO EVENT SHALL PROVIDER (OR PROVIDER'S AFFILIATES, OR THEIR CUSTOMERS, SHAREHOLDERS, OR PERSONNEL) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PROVIDER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) ANY CORRUPTION, DELETION, DESTRUCTION OR LOSS OF CUSTOMER DATA; OR (C) ANY FINES, PENALTIES, OR SANCTIONS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH PROVIDER'S PROCESSING OF CUSTOMER DATA.
- 13.3 Required Insurance. The Provider will, at its own expense, obtain and maintain the following insurance:
- (a) General Commercial Liability: Commercial General Liability, with coverage including but not limited to premises/operations, contractual, personal and advertising injury, and products/completed operations liabilities, with limits of at least \$1,000,000 per occurrence and \$1,000,000 in aggregate for bodily injury and property damage combined. Customer shall be named as an additional insured, with

the standard “separation of Insureds” provision or an endorsement for cross-liability coverage.

- (b) Workers’ Compensation: If any persons are employed, or uninsured independent contractors are hired, by the Provider at any time during the term of this Agreement, Workers’ Compensation insurance, including coverage for all costs, benefits, and liabilities under Workers’ Compensation and similar laws which may accrue in favor of any person employed by the Provider, for all states in which the Provider will perform services for Customer, and Employer’s Liability insurance with limits of liability of at least \$500,000 per accident or disease and \$1,000,000 aggregate by disease.
- (c) Automobile: Automobile Liability insurance for owned, non-owned and hired vehicles, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined. If no vehicles are owned or leased, the Commercial General Liability insurance shall be extended to provide insurance for non-owned and hired automobiles in lieu of separate Automobile Liability insurance. Limits of liability requirements may be satisfied by a combination of Automobile Liability and Umbrella Excess Liability policies.
- (d) Errors and Omissions Insurance: Errors and Omissions insurance with a \$1,000,000 limit for each wrongful act and aggregate of \$3,000,000, including an extended reporting period endorsement (“tail policy”) for the term of three years in the amount of not less than \$1,000,000 per claim if professional services are being rendered.

14. FORCE MAJEURE EVENT.

- 14.1 Provider shall not be responsible for any failure or delay in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event. Any such delay shall be excused for the full duration of the Force Majeure Event and for such additional time as may be reasonably necessary for the Provider to resume performance. The Provider shall use commercially reasonable efforts, as determined in its sole discretion, to mitigate the impact of such Force Majeure Event. The Provider shall provide notice to the Customer as soon as practicable after the occurrence of any such event. For the avoidance of doubt, during a Force Majeure Event, the Provider shall not be liable for any failure or delay in providing Hosted Services, including back-up and recovery of Customer Data, and any service level requirements shall be suspended. Customer’s obligation to pay all Fees under any Service Order shall remain unaffected and continue in full force and effect.

15. TERMINATION.

- 15.1 If either party materially breaches any of its duties or obligations hereunder (other than a failure to make a payment when due), and such breach is not cured within thirty (30) calendar days after written notice of the breach specifying the nature of the material breach, or the breaching party is not diligently pursuing a cure the breach, then the non-breaching party may terminate this Agreement or the affected Service Order for cause as of a date specified in such notice.
- 15.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party is (a) dissolved; (b) ceases to conduct all (or substantially all) of its business; (c) becomes unable to pay its debts as they fall due; (d) is or becomes insolvent; (e) is declared insolvent; (f) makes an assignment for the benefit of creditors; or (g) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party. Either party may terminate this agreement for convenience by giving the other party not less than ninety (90) days written notice of termination.

- 15.3 Upon expiration or earlier termination of this Agreement or any Service Order, each party shall (a) promptly return to the other party, or certify the destruction of, any of the following of the other party held in connection with the performance of this Agreement or the Hosted Services: (i) all Confidential Information and (ii) any other data, programs, and materials; and (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

16. MISCELLANEOUS.

- 16.1 Governing Law. This Agreement is construed, interpreted, governed and enforced under and in accordance with the laws of the State of Texas, without reference to the principles of conflicts of law.
- 16.2 Dispute Resolution. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and the Provider engagement managers will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within ten (10) working days, or such greater period as agreed by the parties, either project manager will have the right to submit the dispute to the Provider's vice president level and Customer's executive level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these nonjudicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render nonbinding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. If the parties are unable to resolve the dispute within such period, then the dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by one arbitrator selected in accordance with the AAA Rules. The place of arbitration shall be San Antonio, Texas. The arbitration shall be conducted in English. The arbitrator shall have the power to grant any remedy or relief that they deem just and equitable, including but not limited to injunctive relief, whether interim and/or final, and any provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.
- 16.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns, other than Customer's Affiliates, their customers and the Authorized Users.
- 16.4 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made: (a) when personally delivered; (b) three (3) Business Days after having been mailed by registered or certified mail, postage prepaid, return receipt requested; (c) one (1) Business Day after having been sent by overnight courier service; or (d) when sent by electronic mail (with read receipt requested) during normal business hours on a Business Day, and otherwise on the next Business Day. All such notices shall be addressed to the parties at the addresses set forth on the Cover Page of this Agreement, or to such other party and delivered by registered mail (return receipt requested), recognized next Business Day air courier, or personal service to the addresses set forth on the Cover Page of this Agreement,

or as changed through written notice to the other party.

- 16.5 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties. No waiver by either party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by either party with respect to any default, misrepresentation, delinquency, or other breach hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, delinquency, or other breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 16.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, and the invalidity in whole or in part of any portion of this Agreement shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.
- 16.7 Counterparts. This Agreement may be executed in several counterparts and by .pdf signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. An electronic signature shall be as legally effective as an original signature.
- 16.8 Entire Agreement. This Agreement, its exhibits and all executed Service Orders constitute the complete, final and exclusive statement of the agreement between the parties relating to the subject matter herein and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the subject matter herein. No modification or rescission of this Agreement shall be binding unless executed in writing by the parties.
- 16.9 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 16.10 Consents and Approvals. Except where expressly provided as being in the discretion of a party, where approval, acceptance, consent or similar action by either party is required under this Agreement or the applicable Service Order, such action shall not be unreasonably withheld, conditioned, or delayed. Each party will cooperate with the other party by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. The Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer.
- 16.11 Compliance with Laws. Both parties shall comply with all applicable federal, state, and local laws in connection with its use of and provision of the Services, including those laws related to data privacy and the transmission of technical or personal data. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 16.12 Independent Service Provider. The Provider is an independent contractor in the performance of this Agreement, and nothing contained in this Agreement shall be construed to create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. The Provider is responsible for its own operation. The Provider shall exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and

employment eligibility, for the payment of any wages, salaries, benefits or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers' compensation, Social Security, pensions, or annuities that are imposed as a result of the employment of the Provider's employees, agents, representatives, subcontractors, and suppliers.

- 16.13 Interpretation. The term this "Agreement" includes any Service Order, Exhibits, and Attachments to this Agreement. In this Agreement: (a) section headings are for reference only and do not affect the interpretation of this Agreement, (b) defined terms include the plural as well as the singular, and (c) "include" and its derivatives ("including," "e.g." and others) mean "including but not limited to."

[Signature Pages Follows.]

IN WITNESS WHEREOF, Provider and Customer have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

PROVIDER

Trusted Driver, Inc.

By: _____

Name: Val Garcia

Title: President

CUSTOMER

[_____]

By: _____

Name: _____

Title: _____

SCHEDULE 2.1

Definitions

“**Acceptable Use Policy**” means the policy regarding Authorized Users’ use of the Platform and the Hosted Services attached hereto as **Exhibit C**.

“**Account**” means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts.

“**Agreement**” means this agreement including any exhibits, schedules and attachments and any amendments to this Agreement.

“**Authorized User**” means (a) Customer, (b) third-party contractors performing services on behalf of Customer, and (c) any individual or entity that is authorized by Customer.

“**Business Day**” means any weekday other than a bank or public holiday.

“**Confidential Information**” means the Customer Confidential Information or the Provider Confidential Information as required by the context.

“**Confidential Personal Information**” means the following information to which it has access during the performance of its services hereunder (which is a subset of Customer Confidential Information) must be held in the strictest confidence by Provider, including names, addresses, telephone numbers, account numbers, Social Security numbers, and demographic, financial and transaction information.

“**Customer Confidential Information**” means any and all non-public information (including the terms of this Agreement) received by Provider and its Personnel during the Term relating to Customer, any of its Personnel or Authorized Users in connection with this Agreement, including all strategies, forecasts, analyses financial information, employee information, information technology, and all other proprietary information that should be reasonably understood by the Provider to be confidential, regardless of the manner or medium in which it is furnished to or otherwise obtained by Provider, and whether or not marked, designated or otherwise identified as “confidential.” For clarity, Customer Confidential Information shall not include Customer Data to the extent Provider is permitted to use such data as set forth in the definition of Customer Data.

“**Customer Data**” means any and all data, works, content, information and materials uploaded to, input into or stored on the Platform by any Authorized User; transmitted by the Platform at the request of any Authorized User; supplied or provided by any Authorized User to the Provider for uploading to, transmission by or storage on the Platform; or generated, created or collected by the Platform as a result of the access to or use of the Hosted Services by any Authorized User (including all transactional data and master data, but excluding diagnostic data relating to the performance of the Platform and server log files).

“**Defect**” means any failure of the Platform or Hosted Services to comply in all material respects with the applicable Specifications.

“**End-User**” means the ultimate consumer or entity that directly interacts with and utilizes the Platform as provided by the Provider.

“**Fees**” means the amounts specified in each Service Order to be paid by Customer to the Provider for the right to access and use the Hosted Services during an applicable Term.

“**Force Majeure Event**” means an event, or a series of related events, that is beyond the reasonable control of the party affected, without such party’s fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (including failures of the internet

or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, pandemics, epidemics, and actions or orders of governmental authorities).

“Hosted Services” means the Provider’s “software as a service” hosted on the Platform in Customer’s Instance to which the Customer and Authorized Users are granted access, via the internet, and use rights under this Agreement by the Provider as may be further described in the applicable Service Order.

“Instance” means a unique and dedicated application within the Platform.

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including without limitation copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks and patents. All Intellectual Property Rights created, developed, or arising from the provision of services under this Agreement shall be owned exclusively by Provider, unless explicitly stated otherwise in a separate Statement of Work for customization services. Provider shall retain the right to use any general knowledge, skills, experience, ideas, concepts, know-how, and techniques gained or learned during the course of this Agreement for any purpose, provided that such use does not involve the disclosure or use of Customer Confidential Information.

“Maintenance and Support Services” means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades as well as support in relation to the use of and the identifications and resolution of errors in the Hosted Services.

“Service Order” means a document substantially in the form attached as **Exhibit A** signed by Customer for the Hosted Services, including the Services Term, Fees, Convenience Fee, Specifications for the Hosted Services and any other applicable terms agreed upon by the parties.

“Subscription Fees” the fees that cover comprehensive access to the Trusted Driver E-Citation Platform, including data analytics and court back-office services, ensuring full utilization of all features and functionalities on an annual basis. The Subscription Fees are exclusive of any applicable taxes, which shall be added to these amounts and payable by the Customer.

“Personnel” means the directors, officers, employees, partners, agents, advisers, independent contractors, subcontractors and outsourcers of a party or its Affiliates, as applicable; provided, that the Personnel of the Provider and its Affiliates will not be deemed to be Personnel of Customer, its Affiliates or their customers.

“Platform” means the technology platform owned and managed by the Provider through which it creates and issues e-citations to motorists.

“Provider Confidential Information” means any and all non-public information (including the terms of this Agreement) received by Customer, its Affiliates and their Personnel during the Term relating to Provider or any of their Personnel in connection with this Agreement, including all strategies, forecasts, analyses financial information, employee information, intellectual property, information technology information, any information exchanged between the parties and all other proprietary information that should be reasonably understood by Customer, Authorized Users and their Personnel to be confidential, regardless of the manner or medium in which it is furnished to or otherwise obtained by Customer, its Affiliates or their Personnel, and whether or not marked, designated or otherwise identified as “confidential.”

“Services Term” means the period of time for which Customer purchases the right to access and use Hosted Services, as set forth in the applicable Service Order.

“Specifications” means the descriptions of the features and functions of the Hosted Services and any performance specifications therefor set forth in the applicable Service Order.

“Term” means the term of this Agreement as specified in Section 4;

“Update” means a hotfix, patch or minor version update to any Platform software; and

“Upgrade” means a major version upgrade of any Platform software.

EXHIBIT A

SERVICE ORDER

This **SERVICE ORDER # _____** ("**Service Order** ") shall be incorporated in and governed by the terms of that certain **MASTER SOFTWARE AS A SERVICE AGREEMENT** dated _____, by and between Trusted Driver, Inc. a Texas corporation ("**Provider**"), and _____, ("**Customer**"), (the "**Customer**", together with Service Provider, the "**Parties**") (the "**Agreement**"), as amended from time to time. Unless expressly provided for in this Service Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Service Order, the provisions contained herein shall prevail.

Services Term:	Start Date:	End Date:
Services Launch Date:	, which shall the same date as the date the Implementation Services are completed (the " Services Launch Date ").	
Authorized Users:		
Subscription Fee:	Year 1 = \$9,000 (10/1/25 – 10/1//26) *prorated from start date Year 2 = \$9,000 (10/1/26 – 10/1/27) Year 3 = \$9,000 (10/1/27 – 10/1/28)	
Service Fees:		
Convenience Fee:	6% online convenience fee with Catalyst	
Payment Schedule:	Annually	
Description of Services:	E-Citation: Trusted Driver's innovative E-citation platform encompasses one federated search and features. Cutting-edge voice-to-text technology, lightning-fast data returns, and self-populating e-forms. Analytical Dashboard Data: Maximize your department's ability to identify traffic enforcement trends and turn them into actionable results. Compile race and profile data from each traffic stop into a report that meets certain state-mandated reporting requirements. Vehicle Locator: A comprehensive and powerful analytical platform with real-time data visualization capabilities, offering valuable insight and investigative advantages to the entire law enforcement agency.	
Responsibilities, Deliverables, and/or Activities:	Responsibilities: Collecting Customer Data: Customer is responsible for providing essential information for the Trusted Driver team. This includes details such as the Customer's representative name, contact information, preferred date and time for the service, and any specific instructions or requirements.	

	It is the Customer's responsibility to initiate contact with the relevant parties, such as Justice of the Peace, Municipalities, Court Administrators and IT personnel. This can be done by reaching out through appropriate channels, such as email, phone calls, or scheduled meetings, based on the preferred mode of communication specified by the respective parties. Assigning a Trusted Driver Trainer: Once the customer's availability is confirmed, a Trusted Driver trainer will be assigned to the customer based on availability and customer preferences, ensuring a reliable and satisfactory service experience. Customer Support: In case of any issues or queries, Trusted Driver provides customer support channels to address customer concerns and provide assistance throughout the process via online, phone, or email.
Specifications:	Trusted Driver is a web-based solution that offers the convenience of accessing its features and functionalities through a web browser, eliminating the need for any external hardware. With Trusted Driver, users can securely log in to the platform using their preferred device—whether it's a desktop computer, laptop, tablet, or smartphone—without the requirement of additional hardware installations. By being web-based, Trusted Driver ensures easy accessibility for users from anywhere with an internet connection.
Description of Implementation Services (if any):	Trusted Driver offers comprehensive implementation services to ensure a seamless integration and successful deployment of their solutions. These services are designed to assist customers throughout the entire implementation process. Here is a brief description of the implementation services provided by Trusted Driver: Solution Assessment: Trusted Driver begins by conducting a thorough assessment of the customer's requirements, objectives, and existing infrastructure. This involves gathering information about the customer's specific needs, understanding their operational workflows, and identifying any unique considerations or challenges. Customization and Configuration: Based on the assessment, Trusted Driver works closely with the customer to customize and configure the solution to align with their specific requirements. This may involve tailoring features, settings, or functionalities to optimize the solution's performance and integration with the customer's existing systems. User Training and Documentation: Trusted Driver offers comprehensive training programs and documentation to educate the customer's staff on effectively utilizing the solution. This includes user guides, manuals, and interactive training sessions to ensure that all users have the necessary knowledge and skills to leverage the solution's capabilities. Testing and Quality Assurance: Trusted Driver conducts rigorous testing and quality assurance processes to validate the solution's

	functionality, performance, and reliability. This includes conducting various tests, such as user acceptance testing (UAT), system integration testing (SIT), and regression testing, to identify and address any issues or discrepancies. Project Management and Support: Throughout the implementation process, Trusted Driver provides dedicated project management and support resources. These professionals collaborate closely with the customer's team, ensuring effective communication, timely progress updates, and prompt issue resolution.
Description of Support Services:	Go-Live Assistance: Trusted Driver offers go-live assistance to support a smooth transition from implementation to production. This includes providing on-site or remote support during the go-live phase, addressing any immediate concerns, and ensuring that the solution is fully operational and meeting the customer's expectations. Project Manager: The Project Manager for the Client will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client. The Project Manager will also make decisions about any changes to the implementation plan or technical aspects of the system.
Description of Training (if any):	Obtain & Review Customer's Hardware: Trusted Driver offers virtual training services where their experts visit the customer's location to obtain and review the required hardware. This includes assessing the customer's existing infrastructure, such as computers, mobile devices, and peripherals, to ensure compatibility and readiness for the implementation. Remote Training: Trusted Driver provides virtual training services to educate customers on how to effectively use their solutions. Through online platforms and video conferencing, their trainers guide users through the features and functionalities of the service, answer questions, and address any concerns, enabling users to gain proficiency remotely. Online Tutorial Videos: Trusted Driver offers a comprehensive library of training videos that customers have access to, providing an educational resource to effectively use their solutions. This extensive video library serves as a valuable knowledge base, equipping customers with the necessary information and guidance to make the most of Trusted Driver's services. Project Management: Trusted Driver offers project management services to oversee the implementation process from start to finish. Their experienced project managers collaborate closely with the customer's team, ensuring smooth coordination, timely updates, and effective resolution of any issues that may arise during the training and implementation phases.

	Set Up & Configuration: Trusted Driver's experts assist customers in setting up and configuring the service solution according to their specific requirements. This includes tailoring the solution's settings, user roles, permissions, and any necessary integrations with existing systems to optimize performance and functionality. Train-The-Trainer On-Site Training: Trusted Driver provides train-the-trainer on-site training to ensure that customers have internal resources capable of effectively training and supporting their own staff. Their trainers work closely with designated trainers from the customer's organization, equipping them with the knowledge and skills necessary to deliver training sessions to their team members. Court Training (In-Person and/or Virtual): Trusted Driver conducts court training sessions, virtually, to familiarize court personnel with the online court portal and its functionalities. These sessions aim to educate court staff on how to effectively utilize the solution in their daily operations, streamlining processes and enhancing efficiency within the court environment. Trusted Driver's training services encompass obtaining and reviewing customer hardware, remote training, project management, setup and configuration assistance, train-the-trainer on-site training, and court training sessions. By providing these services, Trusted Driver ensures that customers receive comprehensive training tailored to their specific needs, enabling them to leverage the software solution effectively and maximize its benefits.
Customer Contacts:	Resource – Department Lead (POLICE) – TBD Delegate Resource – Department Lead (COURT) – TBD Delegate Resource – Department Lead (IT) – TBD Delegate Documentation originated by the Customer includes: Application Programming Interface documents (API's) for any third-party software system to which the Trusted Driver Services will interface and exchange data. Legacy system data documentation and data, when applicable, in a format suitable for conversion into the Trusted Driver Platform (please refer to section titled Data Conversion) Workflow documentation on the Customer's current business processes Copies of pertinent ordinances or other controlling authorities Fee Schedules, when applicable

	■ Copies of existing forms and other documents presented to the public and expected to be derived from the Trusted Driver Services.
Provider Representatives:	Ron Heinrich, VP of Trusted Driver ron.heinrich@mytrusteddriver.com Todd Berdan, Operation Specialist todd.berdan@mytrusteddriver.com Selena Garza, Project Manager selena.garza@mytrusteddriver.com Eva Atkison, Court Specialist eva.atkison@mytrusteddriver.com
Additional Customer Obligations:	Risk: Delays in the project timeline will occur if appropriate Customer staff is unavailable to meet with or respond to Provider for timely decisions and or directions. Mitigation: The Customer should ensure that staff assigned to this project is given sufficient priority and authority to work with Provider while completing other Customer responsibilities in a timely fashion. Acknowledgment Process: Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage, additional criteria may be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the Start Date.

(“**Customer**”)

TRUSTED DRIVER INC.
(“**Provider**”)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Val Garcia
Title: President/CEO
Date: _____

EXHIBIT B

CHANGE ORDER FORM

This Change Order is entered into pursuant to the Master Software as a Service Agreement (the “Agreement”) between Trusted Driver, Inc. (“Provider”) and the Customer identified below. This Change Order will be governed and controlled by the terms of the Agreement. Capitalized terms not defined in this Change Order will have the meanings set forth in the Agreement.

Customer: _____

Effective Date of Change Order: _____

Change Order Number: _____

1. PURPOSE. This Change Order documents the mutually agreed-upon scope, deliverables, and fees for requested customizations to the Trusted Driver platform and/or related services.
2. SCOPE OF WORK. The parties agree that the following customization(s) will be provided by the Provider. Only the items checked below apply to this Change Order:

2.1 ☐ QR Card Modifications.

- Description of requested modifications: _____
- Service Charge: \$ _____
- Note: Subsequent customization requests beyond the initial scope will be subject to additional charges.

2.2 ☐ Form Digitization.

- Number of forms to be digitized: _____
- Rate: \$1,000 per form.

2.3 ☐ Annual Storage and Analytics Push Service.

- Number of forms covered: _____
- Annual Fee: \$400 per form

2.4 ☐ Integration Services.

- Description of requested integration(s): _____
- Rate: \$ _____ (hourly or fixed project fee)

2.5 ☐ Platform Standardization and Additional Customizations.

- Description of requested customization(s): _____
- Rate: \$150 per hour (or fixed fee if agreed): \$ _____

3. DELIVERABLES. The Provider will deliver the following:

4. TIMELINE.
5. FEES AND PAYMENT. Fees for the above services are in addition to any Subscription or Convenience Fees under the Agreement.
6. ACCEPTANCE CRITERIA. Deliverables will be deemed acted upon written confirmation by Customer that they meet the specifications described in this SOW.

ACCEPTED AND AGREED:

Trusted Driver, Inc.

By: _____
Name: _____
Title: _____

Customer

By: _____
Name: _____
Title: _____

EXHIBIT C

ACCEPTABLE USE POLICY

CUSTOMER SHALL NOT AND SHALL NOT ALLOW ANY AUTHORIZED USERS TO USE THE PLATFORM OR THE HOSTED SERVICES:

- A. TO VIOLATE, OR ENCOURAGE THE VIOLATION OF, THE LEGAL RIGHTS OF OTHERS (FOR EXAMPLE, THIS MAY INCLUDE ALLOWING AUTHORIZED USERS TO INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS IN VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT);
- B. TO ENGAGE IN, PROMOTE OR ENCOURAGE ILLEGAL ACTIVITY;
- C. FOR ANY UNLAWFUL, INVASIVE, INFRINGING, DEFAMATORY OR FRAUDULENT PURPOSE (FOR EXAMPLE, THIS MAY INCLUDE PHISHING, CREATING A PYRAMID SCHEME OR MIRRORING A WEBSITE);
- D. TO INTENTIONALLY DISTRIBUTE VIRUSES, WORMS, TROJAN HORSES, CORRUPTED FILES, HOAXES, OR OTHER ITEMS OF A DESTRUCTIVE OR DECEPTIVE NATURE;
- E. TO INTERFERE WITH THE USE OF THE HOSTED SERVICES, OR THE PLATFORM OR EQUIPMENT USED TO PROVIDE THE HOSTED SERVICES, BY AUTHORIZED USERS;
- F. TO DISABLE, INTERFERE WITH OR CIRCUMVENT ANY ASPECT OF THE HOSTED SERVICES;
- G. TO GENERATE, DISTRIBUTE, PUBLISH OR FACILITATE UNSOLICITED MASS EMAIL, PROMOTIONS, ADVERTISEMENTS OR OTHER SOLICITATIONS ("SPAM"); OR
- H. IN ANY WAY THAT IS UNLAWFUL, ILLEGAL, FRAUDULENT, OR HARMFUL; OR IN CONNECTION WITH ANY UNLAWFUL, ILLEGAL, FRAUDULENT, OR HARMFUL PURPOSE OR ACTIVITY.

EXHIBIT D

INFORMATION SECURITY

The Provider shall provide the following information security measures:

Logical Access Controls: The Provider agrees to employ effective logical access control measures over all systems used to create, transmit, or process Customer Confidential Information, including but not limited to:

User authentication must use unique identifiers (“**User ID’s**”) consistent with individual accountability; shared User ID’s do not provide the level of accountability required by Customer.

A complex password policy, including the prohibition of clear-text credentials must be enforced.

User access rights/privileges to information resources containing Customer Confidential Information must be granted on a need-to-know basis consistent with role-based authorization.

User access to Customer Confidential Information must be removed immediately upon user separation or role transfer eliminating valid business need for continued access.

Default passwords and security parameters must be changed in third-party products/applications used to support Customer Confidential Information.

Network Security Architecture: The Provider agrees to employ effective network security control measures over all systems used to create, transmit, or process Customer Confidential Information including but not limited to:

Firewalls shall be operational at all times and shall be installed at the network perimeter between Service Provider’s internal (private) and public (Internet) networks.

Properly configured and monitored IDS/IPS (Intrusion Detection Systems/Intrusion Prevention Systems) must be used on Service Provider’s network.

Databases must be logically or physically separated from the web server, and the database may not reside on the same host as the web server, where applicable.

The database and other information systems used for the purposes of processing Customer Confidential Information must have only those services/processes and ports enabled to perform routine business. All other services/processes on the host must be disabled.

All information systems, repositories, etc. used for Customer by the Provider, or its business partners, must be physically located in a controlled data center environment used for the purpose of protecting information systems.

Secure channels (e.g., SSL, SFTP, SSH, IPSEC, etc.) must be used at all times for inter-host communications.

Physical Access Controls: The Provider agrees to maintain servers, databases, and other hardware and software components that store information related to Customer’s business activities in an access-controlled and consistently monitored Data Center secured by appropriate alarm systems, which will be logically separate from all unrelated party’s hardware, software or information.

Protection of Customer Confidential Information: In addition to what may be described in the Agreement or Service Order to which this Exhibit D is attached, the Provider agrees to protect Customer Confidential Information as it would its own. For purposes of clarity, Customer Confidential Information may include, but is not limited to, the following:

Credit Card numbers

Credit Card validation codes

Personal Identification (PIN) numbers

Loyalty Card numbers with or without any associated PIN or access code

Checking Account number (alone or in combination with checking account routing information)

Bank Account number (alone or in combination with routing information)

Driver's License number or state-issued Identification Card number

Customer or Employee names, in whole or in part

Customer or Employee postal address

Customer or Employee email address

Date of Birth

Social Security numbers

Health Insurance Card or Policy Identification Number

Medical or Health Information

Personal Telephone number (when used with a customer/employee name or address)

Additionally, the Provider agrees to adhere to the following controls surrounding the use and protection of Customer Confidential Information:

Confidential Information must be appropriately protected to the extent possible or encrypted (256-bit minimum) utilizing strong key management processes (e.g., access controls over keys, segregation of duties, documented processes, etc.).

Ensure secure processes and procedures (e.g., degaussing, anti-static bags, etc.) for handling or removal of physical media or equipment that may contain Customer Confidential Information.

Clear text (ftp, telnet, etc.) protocols may not be used to access or transfer Customer Confidential Information. Customer Confidential Information must be encrypted when stored on portable media, which by way of example shall include USB sticks, portable hard drives, laptops, DVD/CDs, and when transmitted on wireless networks or across public networks.

Customer Confidential Information in its original identifiable form may not be sold or used for direct marketing or solicitation purposes. However, Provider may use, copy, analyze, and commercialize Customer Confidential Information in anonymized or aggregated form that cannot reasonably identify individual customers or users. Such use includes but is not limited to: improving Provider's services, developing new products, creating statistical analyses, selling industry insights, and other commercial purposes, provided such use complies with applicable privacy laws and regulations.

Customer Confidential Information (data) must be segregated (physically and logically if in a database or virtual (VM) environment) from Provider's other customers. If data is not physically segregated from other customers,

systems, or applications unrelated to Customer, the Provider must provide appropriate data security controls over data at rest, including, access controls and encryption.

Payment Card information must be masked on display rendered in a manner consistent with the Payment Card Industry Data Security Standard (PCI-DSS), the Fair and Accurate Credit Transaction Act (FACTA) and all other applicable laws and regulations.

The Provider must disclose where Customer data will be stored and processed. Storage and Processing Customer Confidential Information shall take place within the United States.

Vulnerability Management Controls: The Provider agrees to employ effective vulnerability management control measures over all of its systems used to create, transmit, or process Customer Confidential Information, including; but, not limited to:

Regular monitoring to ensure the protection of Customer Confidential Information.

Any actual security breach that involves Customer Confidential Information will be reported Customer within a reasonable period of time after Provider's knowledge of such breach. The Provider shall perform a root cause analysis as well as provide detailed information about measures taken by the Provider to prevent future breaches. All efforts to rectify or resolve the situation must include subsequent and regular notification for the reported incident.

The Provider agrees to provide full cooperation with Customer and in the event of a data breach involving Customer Confidential Information.

Customer shall be notified of security vulnerabilities that the Provider becomes aware of, and shall be subsequently notified when said vulnerability is remediated, including a description of the specific remediation steps taken.

Data Recovery and Availability:

The Provider must utilize industry best practices for data, services, and communications recoverability.

The Provider must provide company name, address, and contact information on all third-party relationships as well as services provided by each wherever those services create, transmit, or process Customer Confidential Information.