



MASTER SERVICES AGREEMENT

This Master Services Agreement governs Provider's provision of Services. Capitalized terms have the definitions set forth herein.

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 1A Smart Start LLC ("Smart Start") as of the date of Provider's accepting this Master Services Agreement (the "Effective Date").

1. Definitions

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

"Client" means an individual who leases or uses a Device or Smart Start service.

"Client Device Services" means the installation services, removal services, reinstallation services, transfer services, Servicing of Devices 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 devices designed for use in motor vehicles, mobile devices, Fuel Cell Modules, and other alcohol-monitoring devices and related components and accessories supplied to Provider by Smart Start.

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

"Fuel Cell Module" means a removable module containing an electrochemical fuel cell used in conjunction with a Device to detect and measure the amount of alcohol in a driver's breath.

"Kiosk" means the structure provided by Smart Start to Provider which provides information, displays advertisements, and incorporates a tablet or other display screen, and all related components and accessories supplied to Provider by Smart Start.

"Kiosk Services" means those services required by Smart Start to be provided in connection with Provider's location of a Kiosk in a location inside Provider's Premises that is visible and accessible to the public, including, without limitation, Provider's provision of power to the Kiosk and Provider making available to Smart Start access to and use of Provider's wireless network for the Kiosk, and the other services, functions, and tasks described in this Master Services Agreement or Documentation.

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

"New Customer" means an individual who submitted their name and contact information to Smart Start utilizing the Unique Identifier(s), who is not already in Smart Start's lead generation system, is not currently using any Smart Start Device or service, and is a United States resident.

"Party" means Smart Start or Provider and "Parties" means Smart Start and Provider.

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

"Profile Location" means identification of Provider's Premises as an additional Smart Start location in Smart Start's Google Business profile.

"Profile Location Identification Date" means the date Smart Start verifies Provider's Premises are a Profile Location.

“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’s Premises” means the address identified in Section 3 of the applicable Provision of Services.

“Provision of Services” means a document specifying the Services Provider agrees to provide hereunder that is entered into between Provider and Smart Start, including any addenda, schedules, and supplements thereto.

“Qualifying New Customer” means a New Customer who made their first full lease payment to Smart Start for a Device.

“Referral Services” means in the ordinary course of Provider’s own business, Providers’ identification and referral of customers for Devices and services to Smart Start, and the other services, functions, and tasks described in this Master Services Agreement or Documentation.

“Servicing of Device Services” means completing paperwork required by the Monitoring Authority and Smart Start, providing Clients with training as outlined by Smart Start, calibration services, servicing the Device due to lockout, replacing a Device or component(s) of a Device, retrieving a Device 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 Smart Start, including mobile application versions of such centrally hosted services, which provides features and functionality such as interfacing with software contained within Devices, operating Devices, appointment notifications and other communications, calendaring, reporting, tracking of Client Device Services, and recording payments made by a Client to Provider or Smart Start, and including all updates and upgrades to such software, services, and mobile applications.

“SmartWeb” means the service providing accessibility to and use of the proprietary on-demand features and functionality of centrally housed software made available by Smart Start, 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.

“Stop N Swap Services” means those services required by Smart Start to be provided in connection with storing Fuel Cell Modules, exchanging one Fuel Cell Module for another Fuel Cell Module for Clients, and performing inspections, and the other services, functions, and tasks described in this Master Services Agreement or Documentation.

“Services” means the Client Device Services, the Kiosk Services, Referral Services, Stop N Swap Services, and the other services, functions, and tasks described in this Master Services Agreement or Documentation.

“Service Management Application” means the service providing accessibility to and use of the proprietary on-demand features and functionality of centrally housed software made available by Smart Start, including mobile application versions of such centrally hosted services, which provides features and functionality such as capturing contact information from a New Customer, capturing serial numbers of Fuel Cell Modules, recording payments made by a Client to Provider for Stop N Swap Services, and tracking of inspection services, and including all updates and upgrades to such software, services, and mobile applications.

“Unique Identifier” means the identifier provided to Provider by Smart Start and associated with Provider in Smart Start’s systems.

2. Smart Start Resources and Systems.

- a. For all Services, Smart Start 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 New Customers and Clients to when New Customers and 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 Smart Start and the Provider in advance;
- b. If Provider will be providing Kiosk Services, Smart Start will provide to Provider the following:
 - i. The Kiosk;
 - ii. Access to the Service Management Application; and
 - iii. If Provider did not check self-assembly of the Kiosk in a Provision of Services, assemble the Kiosk.
- c. If Provider will be providing Referral Services, Smart Start will provide to Provider the following:
 - i. As deemed appropriate by Smart Start, promotional information and material for use by Provider which may include a Kiosk.
- d. If Provider will be providing Stop N Swap Services, Smart Start will provide to Provider the following:

- i. Fuel Cell Modules in quantities deemed sufficient by Smart Start in its sole discretion, provided, however, due to supply chain constraints, product availability constraints, and allocation of Fuel Cell Modules among its distribution system, Smart Start may from time to time, at its sole option and without liability to Provider, not supply Fuel Cell Modules and related products;
 - ii. As deemed appropriate by Smart Start, Smart Start will refer Clients to Provider for the provision of Stop N Swap Services; and
 - iii. Access to the Service Management Application pursuant to the provisions of this Master Services Agreement.
- e. If Provider will be providing Client Device Services, Smart Start will provide to Provider the following:
 - i. As deemed appropriate by Smart Start, Smart Start will refer Clients to Provider for the provision of Client Device Services;
 - ii. As deemed appropriate by Smart Start and only as necessary to perform the Services, calibration, service equipment, service-interface equipment, and supplies on an “**AS IS, “where is basis”**”;
 - iii. Devices and related products in quantities deemed sufficient by Smart Start in its sole discretion, provided, however, due to supply chain constraints, product availability constraints, and allocation of Devices among its distribution system, Smart Start may from time to time, at its sole option and without liability to Provider, not supply Devices and related products;
 - iv. Fees associated with Device related inspections and calibrations will be paid by Smart Start; 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 Smart Start’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) their 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 Smart Start, 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 Smart Start’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, New Customer, or any of the Services;
- iv. Not make or authorize statements deemed by Smart Start to be in derogation of Smart Start, the Services, the Devices, or Smart Start’s services;
- v. Perform the Services in a manner that reflects favorably at all time on Smart Start, the Devices, Smart Start’s services, and the good name, goodwill, and reputation of Smart Start;
- 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, or Smart Start’s services, including, without limitation, any that are inconsistent with the Documentation or any other forms, materials, and information distributed by Smart Start, 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 Smart Start related to Smart Start, the Services, the Devices, or Smart Start’s services without Smart Start’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 or any services to any New Customer, 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 Smart Start and its Affiliates, Provider will notify Smart Start in writing of such intention.
- b. Kiosk 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 Kiosk Services, Provider will:
 - i. Locate the Kiosk in a location inside Provider's Premises that is visible and accessible to the public;
 - ii. Provide continuous power to the Kiosk;
 - iii. Provide Smart Start continuous access to and use of Provider's wireless network for connection of the tablet to the Service Management Application;
 - iv. If Provider and Smart Start agreed Provider would self-assemble and set up the Kiosk, Provider will assemble the Kiosk in accordance with the Documentation and onsite and remote support provided by Smart Start;
 - v. Once the Kiosk is located inside Provider's Premises as noted in clause b.i. above and powered on and connected, allow Smart Start to (A) take a picture of the Kiosk located in Provider's Premises and (B) identify Provider's Premises as a Profile Location;
 - vi. Not use nor allow others to use the Kiosk in violation of applicable laws or for any purpose other than contacting Smart Start, scheduling appointments with Smart Start, and otherwise learning about and using Smart Start's services;
 - vii. Maintain reasonable security for and care of the Kiosk so as to prevent theft or damage to the Kiosk;
 - viii. Not use any means, electronic or otherwise, to deactivate, disable, prevent or interfere with the security measures implemented by Smart Start on the tablet incorporated into the Kiosk;
 - ix. Permit Smart Start access to Provider's Premises to inspect the Kiosk and repair or replace any portion or all of the Kiosk; and
 - x. Call the number included in the most recently executed Provision of Services to report any damage to or loss of any portion of the Kiosk or connectivity to the Service Management Application.
- c. Referral 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 Referral Services, Provider will:
 - i. Not discuss program requirements, or fees or rates, or Device offerings, specifications, or functionality with any New Customer, Client, or any other person or entity; and
 - ii. Upon Smart Start's request, replace any promotional or informational materials provided to Provider by Smart Start.
- d. Stop N Swap 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 Stop N Swap Services, Provider will:
 - i. Allow Smart Start to (A) take a picture of any signage or other Smart Start branded equipment that will be located in Provider's Premises located in Provider's Premises and (B) identify Provider's Premises as a Profile Location;
 - ii. Exchange Fuel Cell Modules in accordance with applicable Documentation;
 - iii. Call the number designated for "Need Devices/Fuel Cell Modules" in the most recently executed Provision of Services if Provider needs Fuel Cell Modules;
 - iv. Upon Smart Start's request, ship Fuel Cell Modules removed by Client from Client's vehicle to Smart Start;
 - v. Not open any Fuel Cell Module for any reason or handle any portion of a Device, other than to exchange a Fuel Cell Module; and
 - vi. Each time Provider exchanges a Fuel Cell Module and charges Client the Fuel Cell Module charge specified on the then-current Price List, Provider will provide Client with a receipt (including a paper receipt, where required) detailing the name of the person or entity paid, the date of payment, a description of the Stop N Swap Services, the amount paid for each Stop N Swap Service and the total amount paid, and the form of payment.
- e. 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 Smart Start to (A) take a picture of any signage or other Smart Start branded equipment that will be located in Provider's Premises located in Provider's Premises and (B) identify Provider's Premises as a Profile Location;
 - 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 installation, removal, reinstallation, and transfer of a Device from Client's vehicle, Provider will collect funds on Smart Start'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 Smart Start to Provider;
 - vi. Access and utilize SmarTrac to (A) ensure Provider will meet scheduled services for Clients, (B) notify Smart Start 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 to Clients or the performance of the Client Device Services;
- viii. Ensure Provider Personnel have completed Smart Start'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 Smart Start of any persons who are licensed or certified as required by applicable law to provide the Client Device Services and will promptly notify Smart Start 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 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.** Smart Start is, and will remain, the sole and exclusive owner of all right, title, and interest in and to SmarTrac, SmartWeb, the Service Management Application, the Kiosk, all Documentation, all software provided to Provider by Smart Start, all Devices, all documents, all specifications, all methodologies, all interfaces, all computers and tablets, all Client contracts, all New Customer and Client data, all data generated from or related to the Services and Smart Start business, and any other equipment or materials supplied to Provider by Smart Start (collectively the "**Property**"). All rights in and to the Property are expressly reserved by Smart Start. Provider will not remove any labels or allow any third party to remove any labels on the Property. Provider will promptly notify Smart Start in writing of the theft, destruction, failure to operate or loss of any Property. Smart Start may use tracking technology to monitor Provider's use of SmarTrac, SmartWeb, the Service Management Application, and any other Property. Provider acknowledges Provider's access to the Property and Smart Start's Confidential Information will provide Provider with know-how and knowledge of the business affairs of Smart Start. Provider hereby irrevocably assigns to Smart Start, 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.** Smart Start grants to Provider a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use SmarTrac, SmartWeb, the Service Management Application, and any other software which is developed or utilized by Smart Start 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 Smart Start has instructed. Under no circumstances may Provider use SmarTrac, SmartWeb, the Service Management Application, any Device, 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, SmartWeb, the Service Management Application, or any Device, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available SmarTrac, SmartWeb, the Service Management Application, any Device, 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, SmartWeb, the Service Management Application, any Device, 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, SmartWeb, the Service Management Application, any Device, or any other software, equipment, computers or tablets, or other materials provided to Provider; or (v) use SmarTrac, SmartWeb, the Service Management Application, any Device, 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. Smart Start reserves all rights not expressly granted to Provider in this Master Services Agreement.
- c. **Insurance and Care of Smart Start 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 Smart Start as a loss payee. During the term of this Master Services Agreement, Provider shall carry commercial general liability insurance with limits of at least \$1 million per occurrence. All liability policies will include Smart Start as an additional insured with respect to all Smart Start-related operations performed or products installed by Provider and shall waive subrogation as to Smart Start. Upon signing this Master Services Agreement (and at any other time requested by Smart Start), Provider shall provide Smart Start with a certificate of insurance listing Smart Start as an additional insured and,

upon Smart Start's request, copies of the required policies. Provider's liability under this Agreement is not limited by insurance, and Provider will be responsible to Smart Start 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 Smart Start are the Property of Smart Start.
- e. **Smart Start Marks.** The trademarks and service marks of Smart Start are owned by Smart Start, and all use of those marks by Provider shall inure to the benefit of Smart Start. Provider is granted a limited license to use and display the Smart Start marks provided that (i) the use of the marks is pre-approved by Smart Start or follows Documentation provided by Smart Start, and (ii) this Master Services Agreement is still in effect. Provider will not act or use the Property or trademarks or services marks of Smart Start in any way that may diminish, tarnish, disparage, or damage the goodwill associated with Smart Start, the Property, or the trademarks or services marks of Smart Start.

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

- a. Provider represents and warrants to Smart Start 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 Smart Start 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. Smart Start represents and warrants to Provider that:
 - i. it has the full right, power, and authority to enter into this Master Services Agreement and to perform its obligations hereunder; and
 - ii. the execution of this Master Services Agreement by its representative, whose signature is set forth at the end of this Master Services Agreement, has been duly authorized by all necessary corporate action.
- c. **As between Smart Start and Provider, Smart Start makes no warranty whatsoever with respect to the Devices, the Fuel Cell Module, or any calibration, service equipment, service-interface equipment, or other equipment or supplies provided by Smart Start 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 Smart Start to Provider.**
 - i. Smart Start will pay Provider the fees for Services payable by Smart Start, 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 installation, transfer, removal, and reinstallation of Devices, 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 Smart Start.
 - 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 Smart Start unless preauthorized by Smart Start.
 - 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 and Stop N Swap 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 Smart Start's Corporate Office.
 - G. Provider obtains Smart Start preauthorization BEFORE performing Client onsite service calls.

- H. All fee exceptions must be preapproved by a Smart Start 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 Smart Start to Provider pursuant to this Section 6(a) shall constitute payment in full for the performance of the Services.

b. **Payment of Funds to Smart Start.** All fees collected by Provider for Client Device Services are collected on behalf of Smart Start except for installation, transfer, removal, and reinstallation fees which the Provider may collect on its own behalf. All amounts collected by Provider on behalf of Smart Start for Client Device Services will be processed through SmarTrac and through Smart Start's merchant credit terminal. If there are any amounts owing to Smart Start for Client Device Services, Smart Start will issue an invoice statement to the Provider dated the 15th or last day of the month. Provider will pay Smart Start in full within 10 days after the date of the invoice. Provider agrees to remit payment to Smart Start only by electronic means (ACH checking account drafting, credit card on file, or other means approved by Smart Start) 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 following Client Device Services: installation, transfer, removal, and reinstallation of a Device. 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 installation, transfer, removal, and reinstallation services. Provider shall not charge a Client an installation, transfer, removal, or reinstallation fee 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 or on behalf of Provider will be processed through the Provider's regular business practices.

d. **Taxes.**

- i. For all amounts payable by Smart Start 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 Smart Start 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, 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 New Customers and Clients in the performance of the Services, all information related to or about Smart Start and its Affiliates, and all means of conducting business that are not publicly known are the confidential and proprietary information of Smart Start (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 Smart Start in any enforcement action, including actions against employees or contractors no longer engaged by Provider. Smart Start 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 Smart Start 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 Smart Start gives notice to Provider.
- d. Return or Destruction of Confidential Information. At any time during the term of this Master Services Agreement at Smart Start'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 Smart Start 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 Smart Start that such Confidential Information has been returned to Smart Start or disposed of securely. Provider shall comply with all directions provided by Smart Start 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 Smart Start. Provider is an independent contractor of Smart Start, and this Master Services Agreement shall not be construed to create an employment, franchise, partnership, association, joint venture, or agency relationship between Provider and Smart Start for any purpose. Provider shall have no authority (and shall not hold itself out as having authority) to bind or make decisions for Smart Start and Provider shall not make any agreements or representations on Smart Start's behalf without Smart Start'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 Smart Start to its employees, and Smart Start 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 Smart Start 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 Smart Start against any claims made by or on behalf of any such employee or contractor.** Smart Start 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 Smart Start offers, leases, or otherwise provides Smart Start's Devices and services shall be determined by Smart Start in its sole discretion. Nothing in this Master Services Agreement shall obligate Smart Start to actually offer, lease, or otherwise provide any Smart Start Devices or services or consummate any transaction with a New Customer or 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 have expired or have been terminated.
- b. Termination. This Master Services Agreement or a Provision of Services may be terminated by Smart Start without cause upon ninety (90) days written notice to Provider. Smart Start 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 Smart Start.
- 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 Smart Start, immediately return to Smart Start 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 Smart Start, the Devices, or Smart Start's services, and will return to Smart Start 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 Smart Start to replace each such piece of Property and Smart Start may offset any such charges against any sum due to Provider. If the Property is not timely returned, Provider grants Smart Start permission to enter Provider's Premises 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 Kiosk Services, Provider will disassemble and disconnect the Kiosk in accordance with Documentation and on-site or remote support and ship the Kiosk to Smart Start in proper packaging. Provider will be responsible for all damages occurring during disassembly and shipment, including damage resulting from failure to ship the Kiosk in proper packaging, and Smart Start 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 Kiosk Services shall immediately terminate and Provider will immediately return to Smart Start all Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof). If Provider does not timely return the Kiosk and all related components or returns such damaged beyond repair and not in working order, normal wear and tear excepted, then Provider will pay Smart Start \$750.00 which Provider and Smart Start agree is a fair and reasonable assessment of the replacement cost of the Kiosk and all related components and represents liquidated damages and not a penalty.
- B. If Provider is providing Referral Services, the licenses granted to Provider under this Master Services Agreement related to Referral Services shall immediately terminate and Provider will immediately return to Smart Start all Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof).
- C. If Provider is providing Stop N Swap Services, Provider will ship all Fuel Cell Modules in Provider's possession, custody, or control to Smart Start in proper packaging. Provider will be responsible for all damages during shipment, including damage resulting from failure to ship the Fuel Cell Modules in proper packaging, and Smart Start 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 Stop N Services shall immediately terminate and Provider will immediately return to Smart Start all Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof).
- D. If Provider is providing Client Device Services, Provider will ship all Devices, calibration equipment, service equipment, service-interface equipment, and supplies in Provider's possession, custody, or control to Smart Start in proper packaging. Provider will be responsible for all damages during shipment, including damage resulting from failure to ship the Devices and equipment in proper packaging, and Smart Start 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 Smart Start 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, Smart Start shall be entitled to enter Provider's Premises 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 Smart Start's training program. Provider may not subcontract any Services unless approved in writing by Smart Start, 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 Smart Start and its owners, managers, directors, officers, employees, agents, and successors from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, 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 Form of Services Addendum, 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 Smart Start. Smart Start 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 Smart Start, 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, Smart Start, 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, including, without limitation, as applicable the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 7000 to 7102), and any related regulations or guidance provided by the California Attorney General.

“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 Smart Start, information which is created or obtained by Provider on behalf of Smart Start, or information to which access was provided to Provider by or at the direction of Smart Start, 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 Smart Start should Provider have access to Smart Start'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, Smart Start 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 Smart Start 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 Smart Start, 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 Smart Start of the legal requirement and give Smart Start an opportunity to object or challenge the requirement, unless the law prohibits such notice. Provider must promptly notify Smart Start of any changes to the requirements of an Applicable Privacy Law that may adversely affect its performance under the Master Services Agreement. Smart Start 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 Smart Start with meeting Smart Start'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 Smart Start 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 Smart Start 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 Smart Start 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 Smart Start's behalf, Provider will always provide an Applicable Privacy Law compliant notice at collection that Smart Start specifically pre-approves in writing. Provider will not modify or alter the notice in any way without the Smart Start'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 Smart Start with the name and contact information for one or more employees of Provider who shall serve as Smart Start's primary security contact and shall be available to assist Smart Start 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 Smart Start 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 Smart Start of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Provider agrees to fully cooperate with Smart Start in Smart Start's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Smart Start 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 Smart Start.

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 Smart Start for all actual costs incurred by Smart Start 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 Smart Start 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 Smart Start'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 Smart Start in any litigation, investigation, or other action deemed necessary by Smart Start 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 Smart Start's request, to confirm Provider's compliance with this Master Services Agreement, as well as any applicable laws, regulations, and industry standards, Provider grants Smart Start or, upon Smart Start's election, a third party on Smart Start'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 Smart Start 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 Smart Start pursuant to this Master Services Agreement. In addition, upon Smart Start's request, Provider shall provide Smart Start 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 Smart Start'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 Smart Start, or a third party on Smart Start'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 Smart Start pursuant to this Master Services Agreement. Provider shall fully cooperate with such inquiries.