

CST Standard Terms and Conditions for Service Centers

1. APPLICABILITY AND MODIFICATIONS

- a. These CST Standard Terms and Conditions for Service Centers (“**Standard Terms**”) form part of the Service Center Agreement (“**Agreement**”) between Consumer Safety Technology, LLC, a Delaware limited liability company (“**CST**”) and each corporation, limited liability company, sole proprietorship or other entity (hereinafter “**Company**”) that has executed a Service Center Agreement – Basic Terms document (“**Basic Terms**”) with CST. The Agreement between CST and Company includes all of the terms contained in these Standard Terms, all of the Basic Terms and all attachments and exhibits to the Basic Terms document. CST may revise these Standard Terms, in CST’s sole discretion, at any time, and with or without notice to Company, and any such revisions shall become binding on Company at the time that such revisions are made by CST. If CST changes the online location of these Standard Terms, CST shall use commercially reasonable efforts to notify company of the successor webpage on which the most current Standard Terms are located. These Standard Terms form an integral part of the Agreement between CST and Company and are hereby incorporated into the Agreement by reference. By its execution of this Basic Terms, Company has assented and agreed to at all times be bound by and comply with the then-current version of these Standard Terms, including but not limited to any revisions to these Standard Terms made by CST at any time.
- b. Capitalized terms used but not defined in these Standard Terms have the meanings given to them in the Basic Terms.

2. SERVICES AND MATERIALS

- a. Remote Start Systems. If a customer’s vehicle is equipped with a remote start system it is mandatory to disable the remote start feature during the duration of the interlock term. The customer, and not CST will be responsible for any additional fees charged by the Service Center to disable the remote start feature, and such fees shall be reasonably determined by the Company based on the time required and difficulty of disabling the remote start feature. CST will generally ask its customers if their motor vehicle has a remote start feature at the time CST accepts and sets up the customer’s account. CST shall provide the applicable Service Center with advance notice of a remote start feature if it is disclosed by the customer to CST, but it is possible that the existence of a remote start feature will not be determined until the time of the customer’s installation appointment. Depending on the remote start system (factory or aftermarket), the difficulty of disabling a motor vehicle’s remote start system will vary. If necessary, the Company should contact the manufacturer or CST technical support for more information about the manner in which to disable a remote start system if the Service Center is not familiar with it.
- b. Materials Provided by the Service Center. The Company shall ensure that each of its Service Centers provides, repairs and maintains at the Company’s expense the tools, equipment and facilities set forth in Section 8 of these Standard Terms and all other tools, equipment, business systems and facilities necessary for such Service Center to install, exchange and de-install Devices pursuant to the instructions set forth in the service manual provided by CST to the Service Center and comply with any state order mandates.
- c. Materials and Services Provided by CST. CST will furnish the Devices to the Service Center(s) for installation in customer vehicles, and CST will be responsible for all repairs and maintenance of the Devices other than installation, exchange and de-installation and other than damages caused

to the Devices by the Service Center(s) during installation, exchange or de-installation or damages caused to the Devices by CST's customers. CST will also provide at CST's cost, the following materials and services to the Service Center(s):

- d.
 - i. A technical service manual which CST will keep current through revisions.
 - ii. Technical training of the Service Center(s)'s staff.
 - iii. All associated wiring harnesses, mouth pieces, connectors, tamper seals and other related equipment.
- e. No Guarantee. Nothing in the Agreement constitutes any guarantee by CST of any level of Device installation and de-installation services or revenue for the Company or any Service Center(s). Such services shall, pursuant to the Agreement, be provided by the Service Center(s) to CST's customers as and when requested by CST.
- f. Quality Assurance. The Company and its Service Center(s) agree to adhere fully to CST's quality assurance and audit programs and will maintain a minimum of two (2) technicians at all times who are qualified and certified to install the Devices.

3. BACKGROUND CHECKS

- a. The Company shall provide all information requested by CST to perform background checks on the Company, the Service Center(s) and/or the Installers, including all required information for reporting and certifications. Service Centers shall comply with all laws, program rules, policies, regulations and procedures that are applicable to the Service Center.

4. MONTHLY REPORTING AND LOST UNIT FEES.

- a. The Company, on behalf of each of its Service Centers will submit to CST, via the website or electronic delivery method specified by CST, confirmation detail on each installation, de-installation, recalibration or other exchange transaction by reporting the CST customer's information and the date the service was performed by the applicable Service Center. CST will reconcile the report with CST's equipment inventory information.
- b. If past due equipment is found during the monthly account reconciliation, CST will issue a request to the Company for the specified equipment to be returned to CST. Any units not thereafter returned to CST in a timely manner will result in the Company being charged lost unit fees in the amounts set forth in the table below, which fees will be billed by CST to the Company. For the purposes of this provision, the term "past due" is defined to mean any equipment that has not been returned to CST within thirty (30) days of the date on which it was scheduled to be returned to CST.

Fees For Equipment Loss	
Item	Fee
Intoxalock Handheld	\$500
Legacy Relay	\$100
eLERT Relay	\$500
Camera	\$100

- c. While the procedure set forth above will apply until CST and the Company mutually agree in writing to change the reconciliation and lost unit fee procedure set forth above, the long term intent is to establish a daily 2-way data transmission between CST and each Service Center in order to facilitate accurate equipment inventory levels, timely confirmations of recalibration and other exchanges and other work performed, as well as to automate any necessary payments for lost units.

5. SERVICE CENTER CUSTOMER ISSUES

- a. Required Vehicle Repairs. If the Company believes that Devices provided by CST have caused any issue with the customer’s vehicle for which repairs are necessary, the Company must notify CST and receive written authorization from both CST and the customer before any such repairs are initiated and billed to CST. Further, CST will not be responsible for any vehicle repairs for issues caused by CST’s Devices unless the Company has conducted and documented a formal pre-check-in inspection of the customer’s vehicle, using a CST pre-check-in inspection form or the Company’s own pre-check-in inspection form if it is acceptable to CST. CST will also not be responsible for payment of any such repair services unless both CST and the customer have provided written authorization for the Service Center to make the repairs and bill CST for the cost of the repairs. CST has the right to contest any determination that has been made by a Service Center that any Devices provided by CST have caused any issues with a customer’s vehicle.
- b. Other Customer Issues and Disputes. If there are any customer issues or disputes with respect to services provided by the Service Center, the Company and the Company’s insurance company are responsible for resolving the matter and shall use their reasonable good faith efforts to do so without contacting CST about the matter or otherwise involving CST in any attempt to discuss or resolve the matter. Unless the matter is one for which CST has responsibility pursuant to Section 5(a) of these Standard Terms, the Company will be responsible for reimbursing CST for all of CST’s costs and expenses related to the matter if CST is contacted about the matter by the Company, the Service Center or the customer and therefore incurs any costs and expenses related to the matter.

6. MISCELLANEOUS.

- a. Revised Pricing and Fees.

- i. CST may change and update CST's recommended service fees set forth on the Exhibit B to the Basic Terms (Service Center Pricing Sheet) at any time by providing thirty (30) days' advance written notice to the Company.
 - ii. CST may change and update the lost unit fees set forth in Section 3(b) of these Standard Terms at any time after the initial one (1) year term of the Agreement by providing sixty (60) days advance written notice to the Company.
- b. Company's Insurance and Indemnity Obligation. Throughout the term of the Agreement, the Company will maintain a comprehensive general liability ("CGL") insurance policy with limits of at least \$100,000.00 for bodily injury and property damages arising out of or related to the Company's operations or the services to be provided by the Company through its Service Center(s) under this Agreement. The Company will defend CST against any and all claims and actions, hold CST harmless from and fully indemnify CST for any and all damages, losses or liabilities (including without limitation claims or losses due to personal injury, death, and/or property damage) which arise out of or relate in any way to (i) the Company's or any Service Center's breach of this Agreement; (ii) the Company's or any Service Center's negligence with respect to its performance of services under this Agreement; (iii) the failure of the Company or any Service Center to follow the installation, exchange and de-installation instructions provided by CST to the Company; and/or (iv) any other acts or omissions, negligent or otherwise, of the Company, any Service Center or any of the Company's or any Service Center's employees or agents. If any such claim is made or action is brought against CST, the Company will promptly and zealously assume the defense of the claim or action upon being notified and requested to do so by CST. If the Company fails to assume the defense of the claim or action after receiving CST's notice and request to do so, CST or CST's insurer, in its sole discretion, may settle or defend the claim or action and the Company shall be bound to reimburse CST or its insurer for the full amount of any money expended settling, defending or otherwise satisfying the claim or action, including without limitation attorney fees and costs associated with resolving the claim or action. In such an event, the amounts expended by CST or its insurer shall conclusively determine the amount for which the Company is obligated to indemnify and reimburse CST and/or its insurer.
- c. CST's Insurance and Indemnity Obligation. Throughout the term of this Agreement, CST will maintain a products liability insurance policy on the Devices installed and de-installed by the Service Center with limits of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate for each policy period for bodily injury and property damages arising out of a defect in a CST Device. CST will indemnify and hold the Company harmless from and against all damages which are caused by a defective Device as long as the defect does not arise out of or relate to (i) the Company's or any Service Center(s)'s breach of this Agreement; (ii) the Company's or any Service Center(s)'s negligence with respect to its performance of services under this Agreement; (iii) the failure of the Company or any Service Center to follow the installation, exchange and de-installation instructions provided by CST to the Company; and/or (iv) any other acts or omissions, negligent or otherwise, of the Company, any Service Center or the Company's or any Service Center's employees or agents.
- d. Confidential Information. The Devices, software and manuals provided to Company by CST under this Agreement, and the names and other information about CST customers, will be treated as confidential information of CST. The Company also agrees that all instructions, design and other information related to the installation and wiring of the Devices also constitute confidential information of CST. The Company will not disclose any of CST's confidential information to any other party or individual other than the Service Center(s)'s certified technicians and others employed by the Company that have a need to have access to such CST confidential information

(but, notwithstanding the foregoing, not to any person referenced in Section 6(f) of these Additional Terms). Within ten (10) days of the termination of this Agreement, the Company will return to CST all Devices, software, manuals and all other materials and CST confidential information provided by CST to the Company or any Service Center under this Agreement.

- e. Independent Contractor. The Company and its Service Center(s) and CST are independent contractors. Nothing in this Agreement will constitute or be construed as a creation of a partnership or joint venture or any relationship of employment or agency between the Company or any Service Center and CST. Neither the Company nor any Service Center has any authority to bind or commit CST to any obligation to any third party whatsoever. The Company shall remain solely responsible for the timely payment of all taxes related to its business activities and employees. Nothing in this Agreement shall give any employee or agent of the Company or any Service Center any right to participate in benefits plans made available by CST to employees of CST.
- f. Current Customers. If the Company or any Service Center employs individuals who are current CST customers, the Company may not allow those employees to view or handle any shop instructions or wiring diagrams for the Devices, nor perform any installations, exchanges or de-installations of Devices during the their CST lease term.
- g. Exclusivity. The Company represents and warrants to CST that neither the Company nor any Service Center is subject to any non-competition, exclusivity, confidentiality or any similar provision that would be violated in any way by the Company's execution of this Agreement with CST or any Service Center's performance of the services described herein. The Company further agrees to indemnify and hold harmless CST from all claims, losses, costs and expenses related to any claim by any other company that the Company's or any Service Center's entry into or performance under this Agreement with CST violates any non-competition, exclusivity, confidentiality or other contractual obligation running in favor of any third party, or constitutes tortious interference with any third party's prospective or actual business relations.

7. CONSTRUCTION OF AGREEMENT.

- a. Entire Agreement. This Agreement which includes the Basic Terms, all exhibits and attachments to the Basic Terms and these Standard Terms, constitutes the entire Agreement between the parties; and it supersedes all negotiations, preliminary agreements, agreements in principle, and other discussions prior to the execution of this Agreement relating to this subject matter.
- b. Amendments. No amendment of the terms of this Agreement will be effective unless made in writing and signed by the parties.
- c. Waiver. A party's waiver of a breach of any term of this Agreement will not constitute a waiver of any subsequent breach of the same or another term contained in this Agreement. A party's subsequent acceptance of performance by the other party will not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular act.
- d. Severability. In the event any provision of this Agreement is held unenforceable, in whole or in part, the remaining provisions of this Agreement will not be affected unless the unenforceable provision materially alters the rights of either party and it is impossible to adjust for the unenforceable provision.

- e. Governing Law. This Agreement will be governed by and construed in accordance with Iowa law.
- f. No Assignment. The Company may not assign or transfer this Agreement or any of its rights or obligations under this Agreement to any third party without the express prior written consent of CST. Any purported assignment in contravention of the foregoing sentence is void and of no legal effect.
- g. Obligations of Company. For the avoidance of doubt, all obligations of a Service Center under this Agreement shall also be obligations of the Company, and Company shall be fully responsible to ensure that its Service Center(s) comply with all of said obligations. Any non-compliance with such obligations by any Service Center or any Service Center personnel shall be deemed a breach of this Agreement by Company.

8. REQUIRED SERVICE CENTER EQUIPMENT AND FACILITIES. The Company shall ensure that each Service Center maintains and complies with the following unless otherwise approved in a written document signed by CST:

Customer waiting area in such a location that the customer cannot directly observe the installation procedure	Customer Restroom
*Wi-Fi access for customers (to access training video on device usage.) *Service Center must also accommodate viewing of the training device videos for customers that do not have smartphone or pc access.	Physical building to perform the installations, unless installs are performed by a Mobile only Service (some states prohibit mobile installations or require mobile installer to have a commercial location in addition to the mobile service.)
*Pictures of the Service Center, Bathrooms, and Customer Waiting area are required as part of the assessment	Electronic Repair Information source; (Mitchell On Demand, ALLDATA or DEI)
Digital Multimeter	Surge protected test light
Starting and Charging Load Tester	Heat Gun
Soldering gun	Panel Removal
Shops Supplies: <ul style="list-style-type: none"> • Sealant for drilling through firewall to protect from water damage for underhood wiring • Flex-loom for protecting underhood wiring, and to make look as OEM as possible • Shop wire to include a minimum of 16 and 12 gauge wire. 	Necessary hand tools to perform installation and diagnosis of the vehicle, device or installation

[BELIN\C1326\0000\agr- sc agreement standard terms-mjw \(02347154\).DOCX](#)