

IGNITION INTERLOCK INSTALLATION AGREEMENT



NAME: _____
ADDRESS: _____

PHONE: _____
TAX ID: _____

The above named Installation Partner (“Installation Partner”) and DRIVEN BY SAFETY, LLC a Delaware corporation (“DBS”), enter into this Agreement for the installation, exchange (if required) and de-installation of DBS’s various ignition interlock devices including without limitation those with advanced wireless technology (collectively the “Devices”) on motor vehicles.

PART 1. SERVICES PERFORMED AND MATERIALS PROVIDED

- I. **Installation Partner.** Installation Partner will install, exchange (if required) and de-install Devices provided by DBS in customer motor vehicles when requested by DBS or arranged by a retail customer (“Individual”). All such services will be performed as specified in the service manual to be provided by DBS to the Installation Partner. Additional services such as but not limited to vehicle operation inspections may be requested by DBS and accommodated by the Installation Partner as needed and as mutually agreed upon by DBS and the Installation Partner.
 - a. **Installation.** The Individual will coordinate by phone the scheduling of the time for installation with the Installation Partner. Installation Partner will make available appointment times to allow for the scheduling of installation of a Device within three business days after the Individual calls for an appointment time.
 - b. **De-installation.** The Individual or DBS will coordinate by phone the scheduling of the time for de-installation with the Installation Partner. Installation Partner will de-install a Device at the mutually convenient scheduled de-installation appointment. Installation Partner will make every effort to accommodate short notice de-installs. At the time of any such exchange, Installation Partner will conduct an inspection of the Device’s wiring system. If evidence of a tampering is discovered, Installation Partner agrees to contact DBS immediately to convey information pertaining to the specific nature and extent of the tampering that was discovered. DBS may, at its discretion, request photos of the wiring or tamper condition discovered as well as written documentation of the nature and extent of the tampering.
 - c. **Re-calibration Exchange.** When required, DBS will automatically ship a re-calibrated Device, in compliance with the mandated re-calibration time period, to the Installation Partner for completion of the Re-calibration Exchange process, pursuant to the instruction set forth in the service manual provided by DBS. At the time of the exchange, a visual inspection of the Device’s wiring system must be conducted. If evidence of a tampering is discovered, Installation Partner agrees to contact DBS immediately to convey information pertaining to the specific nature and extent of the tampering that was discovered. DBS may, at its discretion, request photos of the wiring or tamper condition discovered as well as written documentation of the nature and extent of the tampering.
 - d. **Other Exchanges and Services.** Installation Partner will exchange Devices when a repair exchange is required. At the time of any such exchange, Installation Partner will conduct an inspection of the Device’s wiring system. If evidence of a tampering is discovered, Installation Partner agrees to contact DBS immediately to convey information pertaining to the specific nature and extent of the tampering that was discovered. DBS may, at its discretion, request photos of the wiring or tamper condition discovered as well as written documentation of the nature and extent of the tampering.
 - e. **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 will be responsible for any additional fees charged by the Installation Partner to disable the remote start feature, and such fees shall be reasonably determined by the Installation Partner based on the time required and difficulty of disabling the remote start feature. DBS will generally ask its customers if their motor vehicle has a remote start feature at the time DBS accepts and sets up the customer’s account. DBS shall provide the Installation Partner with advance notice of a remote start feature if it is disclosed by the customer to DBS, 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 Installation Partner should contact the manufacturer or DBS technical support for more information about the manner in which to disable a remote start system if the Installation Partner is not familiar with it.

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- f. **Materials Provided by Installation Partner.** Installation Partner will provide, repair and maintain at its expense all tools and other equipment necessary for the Installation Partner to install, exchange and de-install Devices pursuant to the instructions set forth in the service manual provided by DBS to the Installation Partner.
 - g. **Quality Assurance.** Installation Partner agrees to adhere fully to DBS'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.
- II. **DBS.** DBS will furnish the Devices to the Individual for installation in customer vehicles and DBS 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 Installation Partner during installation, exchange or de-installation or damages caused to the Devices by DBS's customers. DBS will also provide, at DBS's cost, the following materials and services to the Installation Partner:
- a. A technical service manual which DBS will keep current through revisions.
 - b. Remote technical training of the Installation Partner's staff.
 - c. All associated wiring harnesses, mouth pieces, connectors, tamper seals and other related equipment.
- III. **Marketing License.** DBS hereby grants to the Installation Partner license to use, solely in connection with the DBS Products, on packaging, in advertising, literature, publicity, and other promotional materials, the DBS trademarks (the "Trademarks") during the term of this Agreement, provided DBS has prior approval to use. Installation Partner acknowledges that DBS owns all rights to the Trademarks.
- IV. **No Guarantee.** Nothing in this Agreement constitutes any guarantee by DBS of any level of Device installation and de-installation services or revenue for the Installation Partner. Such services shall, pursuant to this Agreement, be provided by the Installation Partner to DBS's customers as and when requested by DBS

PART 2. SERVICE FEES.

- V. **Installation Partner Fees.** Unless otherwise approved by DBS, Installation Partner will charge the recommended service fees set forth on the attached Installation Partner Information Sheet, fees related to the work it performs to install, exchange, and de-install Devices from customer motor vehicles. The recommended fees may be negotiated with DBS from time to time and the service fees may, with prior approval of DBS, vary based on the relative degree of service difficulty based on vehicle make and model. The Installation Partner shall provide DBS with its current service rates at all times
- a. Unless DBS provides advance notice (prior to a customer's installation appointment) to the Installation Partner that a DBS customer qualifies for participation in a state's indigent or unaffordable ignition interlock program, DBS's customers (Individual) shall be solely responsible for the payment of all installation, exchange and de-installation service fees charged by the Installation Partner. Any service fees charged with respect to services provided to any DBS customer that DBS has determined, after a review of satisfactory evidence and documentation, qualifies for participation in a state's indigent or unaffordable ignition interlock program will be submitted by the Installation Partner to DBS and:
 - i. DBS will pay any such service fees upon receipt; and
 - ii. DBS will be responsible for requesting and collecting any available reimbursement from the subject state under the customer's state's indigent or unaffordable ignition interlock program.
- VI. **Required Vehicle Repairs.** If it is determined that a customer's vehicle requires repairs to bring the vehicle to a working condition that meets local jurisdictional requirements, the Installation Partner will notify the customer before those repairs are initiated by the Installation Partner, and (except as provided below) any such repairs will be the sole responsibility of the customer and only performed if authorized by the customer. If the Installation Partner believes that Devices provided by DBS have caused any issue with the customer's vehicle for which repairs are necessary, the Installation Partner must notify DBS and receive written authorization from both DBS and the customer before any such repairs are initiated and billed to DBS. DBS will not be responsible for payment of any such repair services unless both DBS and the customer have provided written authorization for the Installation Partner to make the repairs and bill DBS for the cost of the repairs. DBS has the right to contest any determination that has been made by the Installation Partner that any Devices provided by DBS have caused any issues with a customer's vehicle.

Installation Partner: _____

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PART 3. MISCELLANEOUS.

- VII. **Duration and Renewal.** The initial term of this Agreement is one (1) calendar year from receipt of the signed Installation Partner Agreement. After the expiration of the initial term, this agreement will continue in effect on the same terms and conditions for successive one-year terms until either party terminates this Agreement by giving written notice expiration to the other party at least 30 days prior to the scheduled expiration date.
- VIII. **Default.** Either party may terminate this Agreement upon default of the other party after giving 30-days advance written notice of the default and of the intent to terminate. The following events will constitute default of this Agreement:
- a. DBS's failure to provide the training, software and supplies as required by this Agreement.
 - b. Installation Partner's failure to properly and timely schedule appointments for installation, exchange and de-installation of the Devices; Installation Partner's improper installation, exchange or de-installation of Devices; or other instances of negligence with respect to the services to be performed by the Installation Partner under this Agreement including the return of units to DBS when instructed.
 - c. Installation Partner's failure to follow state regulations and procedures, DBS procedures or maintain an acceptable public image.
 - d. Filing by either party of a voluntary petition in bankruptcy or entering of an involuntary petition in bankruptcy, when such filing precludes that Party's continued operation of business.
 - e. Any other default with respect to any other provision of this Agreement, including without limitation the exclusivity provisions of Section XIV of this Agreement.
- IX. **Installation Partner's Insurance.** Throughout the term of this Agreement, Installation Partner 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 the Installation Partner's operations or negligence in performing services to be provided by the Installation Partner under this Agreement. Installation Partner will indemnify and hold DBS harmless from and against all damages which it causes which arise out of or are related to negligence with respect to performing services under this Agreement by the Installation Partner and/or the failure of the Installation Partner to follow the installation, exchange and de- installation instructions provided by DBS to Installation Partner.
- X. **DBS's Insurance.** Throughout the term of this Agreement, DBS will maintain a products liability insurance policy on the Devices installed and de-installed by the Installation Partner 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 DBS Device. DBS will indemnify and hold the Installation Partner 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 the Installation Partner's negligence with respect to performing services under this Agreement and/or the failure of the Installation Partner to follow the installation, exchange and de-installation instructions provided by DBS to Installation Partner.
- XI. **Confidential Information.** Installation Partner agrees to execute the DBS Standard Non-Disclosure Agreement ("NDA"). The Devices, software and manuals provided to Installation Partner by DBS under the NDA and this Agreement, and the names and other information about DBS customers, will be treated as confidential information of DBS. Installation Partner also agrees that all instructions, design and other information related to the installation and wiring of the Devices also constitute confidential information of DBS. Installation Partner will not disclose any of DBS's confidential information to any other party or individual other than the Installation Partner's certified technicians and others employed by the Installation Partner that have a need to have access to such DBS confidential information. Within ten (10) days of the termination of this Agreement, Installation Partner will return to DBS all Devices, software, manuals and all other materials and DBS confidential information provided by DBS to the Installation Partner under this Agreement.
- XII. **Independent Contractor.** Installation Partner is an independent contractor. Nothing in this Agreement will constitute or be construed as a creation of an employment agreement, partnership or joint venture between Installation Partner and DBS.
- XIII. **Current Customers.** Installation Partners that employ individuals who are current DBS customers 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 their DBS lease term.

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XIV. **Exclusivity.** Installation Partner agrees not to lease, rent, market, sell, install, calibrate or service any other manufacturer's breath alcohol ignition interlock device during the term of this Agreement without the express written approval of DBS.

- a. Installation Partner also represents and warrants to DBS that it is not subject to any non-competition, exclusivity, confidentiality or any similar provision which would be violated in any way by Installation Partner's execution of this Agreement with DBS. Installation Partner further agrees to indemnify and hold harmless DBS from all claims, losses, costs and expenses related to any claim by any other company that Installation Partner's entry into this Agreement with DBS 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.

XV. **Construction of Agreement.**

- a. **Entire Agreement.** This Agreement 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 Delaware law.
- f. **No Assignment.** Installation Partner may not assign this Agreement to any third party without the expressed written consent of DBS.

[Signature Page to Follow]

Installation Partner: _____

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Dated _____, 20__

Driven by Safety, LLC

By: _____

Print Name: _____

Print Title: _____

Dated _____, 20__

Installation Partner

By: _____

Print Name: _____

Print Title: _____

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Installation Partner Information Sheet

Please fill in the following information so that DBS, Inc. may best inform our clients of your services.

INFORMATION:

Contact Name _____

Address (if Different) _____

Primary Phone _____

Phone for Appointments _____

Email _____

Website _____

FEES:

Installation	\$100.00 - \$125.00 an hour
Removal Fee	\$100.00
Vehicle Switch	\$300.00
Service Call	\$150.00
	\$20 (if required)
	\$50 (if required)

HOURS OF OPERATION

M: _____

T: _____

W: _____

TH: _____

F: _____

SA: _____

SU: _____

Installation Partner: _____