

INTRODUCTION:

The underwriting manager for your certain portions of your commercial automobile policy is Quantum Risk Solutions, LLC (“Quantum”). In order to deliver consistent, fairly priced insurance products to the market, Quantum has implemented the use of telematics to assist and improve driver behavior and mitigate losses. They have partnered with Source Insurance Management, LLC (“Source”) to assist them in this endeavor. Source will use data secured from your independently procured telematic devices for the purpose of providing tools to insureds to help them to operate in a safer manner. This is a mandatory feature of the insurance program you are part of, and failure to install, activate and maintain activation as well as provide needed information, may lead to termination of your insurance coverage.

SECTION 1: Source Subscription Terms

Source Insurance Management Services, LLC (“Source”) provides analytical data to you and your insurance company based on the data we collect from your independently secured telematics and/or camera platform. The initial term for Source subscriptions is 12 months (the “Initial Term”). Subscriber will pay a non-refundable initiation fee (“Initiation Fee”) covering

the first 12 months of service. The Initiation Fee for the service plan is collected up front by Quantum Risk Solutions through your insurance producer at the time your insurance policy was bound. The amount of the Service Fee, for the Source subscription is broken out on the quote provided to your insurance broker for the Initial Term.

SECTION 2: Subscription Cancellation And Early Termination Fee Amount

If a Subscriber enrolled in the plan has their insurance cancelled, decides to cancel their service, disposes of a vehicle or does not share telematics data with Source, the Subscriber will not be entitled to any partial refunds of any type. Fees will not be returned to Premium Finance Companies or other financing concerns. Neither Source or Quantum Risk acknowledges financing of service plans.

SECTION 3: Source Services

Source uses advanced telematics information provided by your telematics provider related to the operation and maintenance of your equipment. Source uses this data to assist Subscribers to operate in a safer environment while working with underwriters and claims professionals to build better performing insured portfolios, all with the aim of stabilizing

insurance costs through safer and more efficient operations.

SECTION 4: License of Collected Data

Subscriber shall retain ownership of all right, title and interest in and to the data collected by Telematics Devices installed on Subscriber’s equipment and provided to Source (the “Source Data”). Subscriber hereby grants to Source a worldwide, royalty-free, fully paid, transferable, assignable, sub-licensable (through multiple tiers), perpetual license to collect, analyze, use, and otherwise exercise control over any and all Source Data, including the right to share the Source Data with its subsidiaries, affiliates, partners and/or others.

SECTION 5: Source Subscription Termination Rights

Source reserves the right to immediately suspend or discontinue services at any time or to cancel this Agreement without penalty to Source.

SECTION 6: Acknowledgement of And Consent to Source’s Use of Source Data

Subscriber Acknowledges That The Data Provided To Source By The Telematics Devices Are Used Collect, Record, Store And Transmit Information About



Subscriber's Equipment And Any User Of Subscriber's Equipment including equipment settings, speed, geolocation, maintenance history and status, equipment performance, inspection data, diagnostic data, engine alerts, error codes, activity logs, hours of operation data, usernames and certifications, and more (collectively "User Data"). Where cameras are being utilized, User Data also includes videos transmitted via the Device. The Telematics Devices transmit all collected User Data to a central server or servers so that the data can be accessed by Subscriber via Source.

Subscriber further acknowledges and agrees that source may use, store, transmit and otherwise exercise control over any data collected, stored, recorded and/or transmitted by the telematics devices in any manner whatsoever, without limitation, including the right to share such data with its subsidiaries, affiliates, partners and/or others authorized by Source.

SECTION 7: Limitations of Liability

use of the telematics devices is at subscriber's sole risk. source expressly disclaims all liability and responsibility for subscriber's use of source and/or the telematics devices or for any loss,

damage, or injury to subscriber or third parties that may result from subscriber's use of source and/or telematics devices, subscriber's inability to access source due to technical or other reasons, or the termination or suspension of subscriber's ability to use or access source including, but not limited to, direct, indirect, punitive, incidental, special, and/or consequential damages, loss of business or profits, regardless of legal theory, even if subscriber has directly advised source of the possibility of such losses, damages, or injuries.

SECTION 8: Entire Agreement And Modification

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written. Modifications or amendments to this Agreement shall be enforceable only if they are in writing and are signed by authorized representatives of both Parties.

SECTION 9: Waiver And Severability

Source's failure to enforce a provision of this Agreement

is not a waiver of its right to do so later. If a provision of this Agreement is found to be unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

SECTION 10: Legal

Subscriber agrees that this Agreement and Subscriber's use of Source and the Telematics Devices and any claim or dispute that has arisen or may arise between Subscriber and Source with respect to such use or this Agreement is governed by the laws of the State of Missouri, without regard to conflict of laws principles.

Subscriber and Source agree that any judicial proceeding to resolve claims relating to Subscriber's use of Source, the Telematics Devices or this Agreement will be brought in the federal or state courts of Somerset County, New Jersey. Both Subscriber and Source consent to venue and personal jurisdiction in such courts

