

Source Insurance Management, LLC - Telematics Subscriber Agreement

INTRODUCTION:

Quantum Risk Solutions, LLC (“Quantum”) is the underwriting manager for your commercial automobile policy. In order to deliver consistent, fairly priced insurance products to the market, Quantum has implemented the use of telematics to promote improved driver behavior and to mitigate losses. Quantum has partnered with Source Insurance Management Services, LLC (“Source”) to provide the telematic and analytical support required to assist them in this endeavor. Source will use data secured from a third-party device provided by Source for you to install in your insured vehicles. All data is transmitted via the device. There is also a cell phone app available to pair drivers with equipment as well as offer driver incentives for good performance.

This is a mandatory feature of the insurance program you are part of, and failure to install, activate and maintain activation may lead to termination of your insurance coverage.

SECTION 1: Source Insurance Management Subscription Terms

All Source subscriptions purchased pursuant to this Agreement include the telematics hardware and/or cameras (the “Telematics

Device” or “Device”) necessary to connect Source to Subscriber’s equipment (as used herein the term “equipment” shall refer to any vehicle, construction equipment, machine or other mechanical apparatus on which a Telematics Device can be installed). A separate Source subscription is required for each installed Telematics Device. The initial term for Source subscriptions is 12 months (the “Initial Term”). Subscriber will pay a non-refundable Safety, Loss Control and Technology Charge (“Safety Fee”) covering the device and first 12 months of service. At the conclusion of the first 12 months of service, Subscribers can continue service by paying a discounted yearly fee (“Yearly Fee”).

The Safety Fee for both the devices and service plan are collected up front by Quantum Risk Solutions through your insurance producer at the time your insurance policy was bound. The amount of the Safety Fee for the Source subscription is broken out on the quote provided to your insurance broker, and includes all fees for equipment and services for the Initial Term. Devices will be mailed to you, via a trackable mailing method along with any other cables or accessories depending on

the equipment being insured.

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 activate device, 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 devices or service plans.

SECTION 3: Source Services

Source uses an advanced telematics platform to collect and retain information related to the operation and maintenance of your equipment and enables you to access and utilize that data through an intuitive and user friendly interface. 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. Services are regularly updated to improve functionality and introduce new features. Accordingly, Source reserves the right to change, alter or modify the services provided at any



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time. A detailed list of current Source features can be found at <https://Sourceus.net>. Source also reserves the right to add new premium features at any time and to charge Subscriber an additional fee for such premium features **if Subscriber chooses to access them.**

SECTION 4: License of Data Collected

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 Subscriber through 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: Repair of Defective Device

If a Telematics Device bundled with a Source subscription purchased pursuant to this Agreement ceases to function properly during the Initial Term due to a manufacturer defect, Source will repair or replace the Device at no cost to

Subscriber. Repair or replacement of the Device will be Subscriber's sole remedy for a Device ceasing to function properly. Source will have no obligation to repair or replace Devices that are lost or stolen or that become damaged or defective due to any factor other than a manufacturer defect including, but not limited to, the negligent, reckless or intentional misuse of the Device and/or the equipment it is installed on by Subscriber or a third party. Source will also have no obligation to repair or replace Devices if the Initial Term of the Source subscription for the Device has expired or is otherwise terminated pursuant to this Agreement.

SECTION 6: Source Subscription Termination Rights

Source reserves the right to immediately suspend or discontinue service at any time or to cancel this Agreement without penalty to Source. If Source elects to discontinue service or terminate this Agreement pursuant to this Section 6 prior to the expiration of the Initial Term of any Source subscription purchased pursuant to this Agreement, the Subscriber may keep the Device.

SECTION 7: Acknowledgement of and

Consent to Source's Use of Data

Subscriber acknowledges that the telematics devices bundled with Source subscriptions purchased pursuant to this agreement collect, record, store and transmit information about subscriber's equipment and any user of subscriber's equipment including equipment settings, braking, speed, acceleration, turning, 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.

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Section 8: Limitations of Source services

The availability of Source and the ability of the telematics devices to communicate with and transmit data to the Source servers may be interrupted or otherwise adversely affected by the location of your equipment, weather conditions, issues with our partners' cellular networks and GPS satellite networks, as well as numerous other factors. Certain features of Source may not function or be available for all types of equipment. Additionally, Source may, from time to time, need to interrupt subscriber's access to Source to perform system maintenance, testing or for other purposes and may not always be able to give subscriber advance notice prior to such service interruptions. Subscriber agrees and understands that Source will not be liable for any loss or unavailability of the Source services.

Section 9: Disclaimer of warranty

Source and the telematics devices are provided "as is" and Source expressly disclaims any and all warranties, express or implied, as to Source and the telematics devices including, without limitation, the implied warranties of merchantability and fitness

for a particular purpose, their design, their workmanship, or that they will meet the requirements of any laws, rules, regulations, specifications, or contracts which provide for specific apparatus or special methods. Source further disclaims any warranty which may arise from course of performance, course of dealing or usage of trade.

The telematics devices are manufactured by third party manufacturers. Any manufacturer provided warranties on the telematics devices are solely the responsibility of the manufacturer and are not administered or fulfilled by Source.

Section 10: Limitations of liability

use of Source services and 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 11: Intellectual Property

Subscriber acknowledges that Source Services and the Telematics Devices contain trade secrets, proprietary technologies, and other confidential know-how (the "Intellectual Property") that belong solely to Source. Subscriber does not own and shall not acquire any rights in the Intellectual Property. Subscriber further acknowledges, understands and agrees that certain data specific to Subscriber may reside on Source servers and may be subject to the judicial process. Subscriber waives all claims of rights to the Intellectual Property and rights of privacy concerning such data or the maintenance of such data by Source.

SECTION 12: No Assignment And Transfer of Telematics Devices

Subscriber agrees that this Agreement is personal to Subscriber and that neither the Agreement nor any of Subscriber's rights under it may be transferred or assigned to another party without the express written consent of Source. Source



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may assign its rights under this Agreement to any of its affiliates or subsidiaries, or to any successor in interest. Source, at its sole and exclusive discretion, may permit Subscriber to transfer Source subscriptions purchased pursuant to this Agreement if Subscriber sells or otherwise disposes of the equipment on which the Telematics Device bundled with the subscription is installed. In such circumstances the party to whom Subscriber wishes to transfer the Source subscription will be required to sign a Telematics Subscription Agreement with Source before the transfer of the subscription can take effect.

If for any reason Subscriber wants to physically transfer a Telematics Device from one piece of equipment to a different piece of equipment owned by Subscriber, Source will assess whether the piece of equipment the Subscriber wishes to transfer the Telematics Device to is compatible with the Telematics Device and, if it is compatible, effect the transfer. Source reserves the right to charge a transfer fee for such Telematics Device transfers. The transfer of Telematics Devices between different pieces of Subscriber owned equipment will not affect the status of the Source subscriptions for those Devices.

SECTION 13: 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 14: 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 15: 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