



Service Order
Account Name: City of Franklin

* In addition to the Services and associated fees in the table below, state, data and additional resource fees ("State/Data Fees") may apply.

Payment Terms	Payment Method
Net 15	Credit Card

Subscription Services				
Item Description	Monthly Minimum Number of Drivers	Subscription Price Per Driver *	Paid Monthly	Description
Q License - Minimum Commitment	700	\$2.00	\$1,400.00	Web based continuous driver monitoring service. Designed to increase visibility and reduce risk associated with drivers. Includes access to driver roster management, MVR monitoring, purchasing, scoring, reporting and alerting.
Total Monthly Charges			\$1,400.00	

Implementation Services		
Item Description	Price	Description

On-Demand and Support Services		
Item Description	Price	Description
MVR Service Fee	\$2.00	SambaSafety MVR service fee charged in addition to data fee for on-demand MVRs, Scheduled MVRs or Annual MVRs defined by Customer's policy; details on fees are included below under the Services Description. Invoiced based on actual usage.

*The price per driver fee is based upon the commitment by Customer of monitoring the Monthly Minimum Number of Drivers set forth above, commencing on the Subscription Start Date throughout the remainder of the Service Order Term.

Subscription Start Date	Initial Term (Months)**
1/15/2020	36

** Initial Term begins on the Subscription Start Date

All of the aforementioned fees shall apply to this Agreement from the Subscription Start Date through the duration specified in the Initial Term. After the Initial Term and until the Service Order Term terminates or expires, the fees shall be at SambaSafety's then-current pricing applicable to its customers without discount.



SAMBASAFETY AGREEMENT

CUSTOMER ACCOUNT INFORMATION

ACCOUNT INFORMATION		
City of Franklin		
Customer Name (the "Customer")		
109 3rd Avenue South		
Mailing Address		
Franklin	Tennessee	37064
City	State	Zip
109 3rd Avenue South Suite 102		
Billing Address		
Franklin	Tennessee	37064
City	State	Zip
Chris Edwards	615-791-3216	chris.edwards@franklintn.gov
Primary Contact Name	Phone	Email
Chris Edwards	615-791-3216	chris.edwards@franklintn.gov
Billing Contact Name	Phone	Email
615-791-3216	615-791-3297	chris.edwards@franklintn.gov
Business Phone	Business Fax	Business Email
62-6000290		
Federal Employer ID Number		Years Business Established
1799		
Date Incorporated	State Incorporated	Tennessee
Business License Number	State	Expiration
www.franklintn.gov		
Website (URL)		



Services Description:

Qorta MVR Monitoring provides continuous visibility into employees' driving records. This is accomplished via a complex set of DMV connections and 3rd party data sources, triggering an MVR only when there is new activity to report, thereby providing actionable information to improve drivers' performance and mitigate risks. The following MVR fees may also apply, depending upon Customer's account activity:

- **Activity MVR:** Qorta monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the Customer.
- **On-Demand MVR:** At any time, the Customer can manually procure an MVR for any driver, either individually or on a scheduled basis. This can be done via the Qorta dashboard. *The MVR Service Fee specified above is billed to the Customer.*
- **State-Required Annual MVR:** In some states, where required by state DMV policy, State-Required Annual MVRs are procured automatically.
- **Driver Error MVR:** Some states charge a data fee even if the driver information submitted by SambaSafety on behalf of the Customer returns no results. This can happen when the Customer submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. Samba Qorta enforces certain checks to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize Driver Error MVR charges.
- **Enrollment MVR:** An Enrollment MVR is a state mandated MVR purchase when enrolling a driver into that particular state.
- **Enrollment Fees:** Some states, such as California, charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the Customer as-is with no additional service fees.
- **State/Data Fees Pricing:** The latest pricing info for SambaSafety State/Data Fees are maintained online and can be found using the following URL: <https://www.sambasafety.com/resources/state-data-fee-schedules>. *State/Data Fees are charged by the State/ Data Provider for all MVR types specified above, and are billed to the Customer.*
- **Monitored Driver:** A driver shall be considered a Monitored Driver if they are enrolled in the Qorta platform for MVR Monitoring at any point during a particular month.

Term, Price and Payment:

- **Service Order Term:** "Service Order Term" shall mean the period for which this Service Order is operative, which commences on the Effective Date and continues through the Initial Term and, if applicable, any Extension Term(s), subject to early termination of any of the foregoing in accordance with the terms and conditions of the Agreement. At the end of the Initial Term (and any Extension Term(s)), this Service Order shall automatically be extended for automatic and successive additional one-year terms (each, an "Extension Term") unless either party gives written notice to the other not fewer than ninety days prior to the expiration of the then-current term.
- **Minimum Monthly Fee:** Commencing on the Subscription Start Date and through the remainder of the Service Order Term, Customer agrees to minimally pay SambaSafety an amount equal to the greater of: (i) the Monthly Minimum Number of Drivers as set forth in the Pricing Sheet above, or (ii) the number of drivers actually enrolled in the monitoring service; multiplied by the monthly Subscription Price per Driver set forth above (the "Monthly Minimum Fee").
- **Subscription Start Date and Customer Onboarding:** Customer agrees to provide a completed Driver Upload Template and other required State Forms to SambaSafety within 15 business days prior to the Subscription Start Date specified above. If drivers are located in California or Pennsylvania, Customer must provide SambaSafety with the Driver Upload Template and additional required State Forms within six (6) weeks prior to the Subscription Start Date.
- **Payment Terms:** Commencing on the Subscription Start Date or the actual date on which any of Customer's drivers are enrolled in the Services, whichever occurs first, SambaSafety will invoice Customer on a monthly basis for the duration of the Service Order Term for the greater of (a) the Monthly Minimum Fee plus all other fees applicable for the preceding month, or (b) for all Subscription Services Fees incurred by Customer plus all other fees applicable for the preceding month. All invoices are due and payable by Customer according to the Payment Terms set forth on the Service Order above, as calculated from the invoice date. All payments of fees shall be made in U.S. dollars. Customer agrees to facilitate automatic payments to SambaSafety by setting up either (a) Automated Clearing House (ACH) payments, or (b) automatic monthly credit card payments. Customer shall allow SambaSafety to initiate a monthly draft for either payment method, and complete all necessary forms to facilitate such automatic payments, which shall be drawn according to the Payment Terms set forth on the Service Order above. All fees are non-refundable. All payments shall be made in US Dollars. Any invoices which are not paid in full on the first of the month following the invoice due date shall accrue interest at the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by law. If an account is suspended for non-payment, a \$100 reinstatement fee may be added to the following invoice as a condition for account reactivation. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety, entitles SambaSafety to immediately discontinue Customer's access to the Services. A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- **Inactive Accounts:** If following the Service Order Term, Customer's account includes amounts owing to Customer, Customer shall request a refund of the balance within 5 months of the termination or expiration of this Service Order. If such refund is not requested, SambaSafety may charge a communication maintenance fee of the lesser of \$15 per month, or the maximum amount



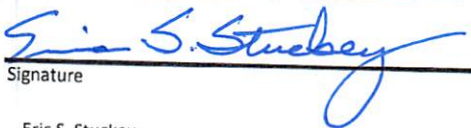
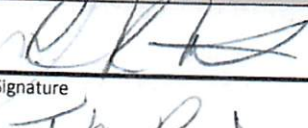
permitted by applicable law. Such communication maintenance fee, if applied, will be charged to Customer's account on the first day of each month until the Customer's account balance is \$0.00.

Additional Terms

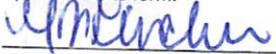
- **Additional Legal Terms:** The parties expressly incorporate by reference and intend this Agreement to include the additional legal terms and conditions attached hereto in Exhibit A (the "Master Services Agreement").
- **"SambaSafety"** shall mean Safety Holdings, Inc., and all affiliate companies.

Accepted by: By executing below, Customer acknowledges and agrees to the terms and conditions set forth herein (the "Service Order Terms") and the Master Services Agreement. Any reference to the "Agreement" shall refer to these Service Order Terms, and any additional Service Orders between the parties, together with the Master Services Agreement.

This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. The later date on which either party signs shall be deemed the **"Effective Date"** of this Agreement.

CUSTOMER	SAFETY HOLDINGS, INC. ("SambaSafety")
 Signature Eric S. Stuckey	 Signature John R. Driscoll
Name City Administrator	Name Garrett Courtois
Title 12-18-19	Title 12/17/19
Date	Date

Approved as to form:


 Maricruz R. Fincher, Staff Attorney

SambaSafety

DEC 17 2019

Legal Department



Exhibit A: SambaSafety Master Services Agreement

These Master Services Agreement terms supplement the foregoing Service Order Terms executed between Customer and SambaSafety (each, a "party", and collectively the "parties"). All Service Orders executed between the parties and this Master Services Agreement shall together be referred to as the "Agreement." The Effective Date on the Service Order above shall also be deemed the "Master Services Agreement Effective Date."

1. **Description of Services/License.** During the Service Order Term specified in an applicable Service Order, SambaSafety will provide Customer with access to custom data reports and application services, including motor vehicle reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, and analytic services (collectively, "Services") as more fully described in the applicable Service Order.
2. **Term.** This Agreement will become effective on the Effective Date and remain valid until it is terminated by either party pursuant to the terms contained herein. Either party may terminate this Agreement upon written notice if the other materially breaches the terms and conditions of this Agreement and the other party fails to cure such material breach within thirty (30) days of receiving written notice from the non-breaching party.
3. **Pricing and Payment.** All invoices are due and payable as set forth in the applicable Service Order. In addition to all payments specified in this Agreement, Customer shall pay, or reimburse SambaSafety for, all taxes imposed by federal, state and local authorities, including but not limited to, sales, use, excise, and value-added taxes, based upon any fees set forth in this Agreement provided that Customer shall have no responsibility for taxes based on SambaSafety's net income.
4. **Confidentiality.** "Confidential Information" means information that one party, or a party's corporate affiliate, discloses to the other party or its affiliate(s) under this Agreement, and that is marked as confidential or a reasonable person would believe to be considered confidential information given the nature of the information and the circumstances under which such information is disclosed; provided, however, neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (a) is or becomes publicly available by other than unauthorized disclosure by the recipient; (b) is independently developed by the recipient; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. The recipient will not disclose Confidential Information of the discloser, except to recipient's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information as permitted under the Agreement and that such individuals and entities shall keep it confidential in accordance with the Agreement. Notwithstanding the foregoing, if required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such court order or government authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.
5. **Governing Law.** This Agreement is governed by the substantive and procedural laws of the State of Tennessee, exclusive of conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of and venue in the State or Federal courts in Nashville, Tennessee.
6. **Compliance with Laws.** Each party represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including without limitation, the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "Applicable Laws"). Customer will use Services solely in accordance with "Permissible Purposes," as that term is defined under the FCRA. Services are solely for Customer's internal use and may not be redistributed to any third party.
7. **Audit.** Customer agrees that SambaSafety will have the right (but not the obligation) to conduct audits for the purpose of assessing Customer's compliance with the terms of this Agreement, upon reasonable notice, and Customer agrees to fully cooperate with SambaSafety in connection therewith.
8. **Warranty.** SambaSafety warrants that: (a) SambaSafety owns or has licensed the intellectual property rights to provide the Services to Customer, (b) the Services do not violate or infringe intellectual property rights of any third party. EXCEPT AS SET FORTH HEREIN, SAMBASAFETY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY REGARDING THE SERVICES.



9. **Liability.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, REGARDLESS OF ITS AWARENESS OF THESE RISKS. NOTWITHSTANDING ANY LANGUAGE ELSEWHERE TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT BE IN EXCESS OF THE AMOUNTS OF FEES (EXCLUDING STATE DATA FEES AND PASS-THROUGH FEES REMITTED DIRECTLY TO DATA PROVIDERS AND SUBSEQUENTLY INVOICED TO CUSTOMER) ACTUALLY PAID BY CUSTOMER TO SAMBASAFETY IN THE PREVIOUS 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES. ONE OR MORE CLAIMS SHALL NOT INCREASE THIS AGGREGATE LIMIT. NOTWITHSTANDING THE FOREGOING, THE LIMITS AND EXCULPATIONS SET FORTH IN THIS SECTION 9 SHALL NOT EXCUSE CUSTOMER'S OBLIGATION TO PAY ANY FEES, TAXES OR OTHER AMOUNTS WITH RESPECT TO THE SERVICES, WHETHER COMMITTED OR RENDERED, OR ANY OBLIGATION BY A PARTY TO INDEMNIFY AND DEFEND CLAIMS, AS SET FORTH IN THIS AGREEMENT.
10. **Notification in Event of Breach or Misuse of Information.** Both parties will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify the other party of any inadvertent or unauthorized release or other security breach of Personal Information contained in any Service and will be in compliance with Applicable Law regarding breach notification and remediation. For purposes of this Section, "*Personal Information*" means (i) any information about an identifiable individual and (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual.
11. **Miscellaneous.** This Agreement and all Service Orders constitute the final and entire agreement between the parties with respect to the Services and shall supersede all prior agreements or purchase orders between the parties with respect to such Services. This Agreement may not be amended by any subsequent purchase order. There are no representations, warranties, or agreements among the parties with respect to the Services contained herein, which are not fully expressed in the entire Agreement. Neither party shall be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control. This Agreement can be executed in counterparts and electronic signatures will be deemed originals. If any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. No amendment to change, waiver or discharge this Agreement will be valid unless executed in writing by an authorized representative of each party. Any notice shall be sent to the other party at the address provided on page 1 of this Agreement. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.



EXHIBIT B: REQUIRED COMPLIANCE FORMS

USER STATEMENT OF CONFIDENTIALITY

All Users on the account must complete this form.

As an employee, principal, officer, temporary employee or subcontractor of Customer you may have access to official government motor vehicle and/or driver record information contained in SambaSafety information reports ("Records"). The Confidentiality of the information contained within these Records shall be maintained at all times. Information contained in records shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, Customer, and any involved third party. The State providing Records shall not be in any way responsible for defense of any such action.

Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.

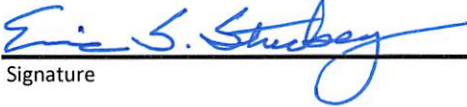

USER	
	
Signature	Date
Eric S. Stuckey	City Administrator
Name	Title



EXHIBIT B: REQUIRED COMPLIANCE FORMS

SAMBASAFETY PERMISSIBLE PURPOSE DISCLOSURE

Permissible Purpose. Upon the terms, and subject to the conditions set forth in the Master Services Agreement, Safety Holdings, Inc. ("SambaSafety") grants to Customer for the license period, a limited, nonexclusive, nontransferable, and revocable license to access the SambaSafety System only for the following purposes (**check all that apply**):

<input type="checkbox"/>	CDL Employer: For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under state or federal law.
<input type="checkbox"/>	Employment Signed Release: For use by a business, its agents, employees, or contractors for employment purposes, if the requester obtains the written consent of the individual to whom the information pertains.
<input checked="" type="checkbox"/>	Government: For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

Customer certifies that:

1. Customer shall use the Services for the sole and exclusive purpose(s) Customer has selected above and for no other purpose; and
2. Customer will only use the Services for its own use and Customer is the end user of the Services.

Customer certifies that when requesting Services for **Employment purposes**, Customer will:

1. Prior to requesting a report, provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that Services may be obtained for employment purposes;
2. Prior to requesting a report, obtain express written consent from the employee or prospective employee prior to obtaining any Services which explicitly authorizes the retrieval and use by Customer, its agents or contractors of any Information Services regarding the particular employee or prospective employee in question; each submission of an order is a certification that the disclosure was provided, and authorization has been obtained.
3. Provide the employee or prospective employee a notice, along with a copy of his or her report and a summary of rights under the FCRA before taking adverse action; and
4. After taking adverse action, provide the employee or prospective employee a notice that adverse action has been taken along with a copy of the report and summary of rights under the FCRA.
5. Not use the Services in violation of any employment equal opportunity laws. This includes any laws generally known as "Ban-the-Box". Customer certifies that it will not order a report until allowed under these laws.

Customer acknowledges it is aware and will comply with all of the requirements of the Fair Credit Reporting Act ("FCRA"), and has received from SambaSafety the following documents:

1. The Notice to Users of Consumer Reports; Obligations of Users under the FCRA;
2. Summary of Your Rights under the Fair Credit Reporting Act; and
3. Remedying the Effects of Identity Theft

Customer understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on consumer reports. Customer understands and agrees to comply with adverse action procedures required by the FCRA including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the CRA if consumer wishes to dispute any information in the consumer report or to provide mitigating information to you, providing CRA contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

Customer understands that SambaSafety is not legal counsel and cannot provide legal advice. Customer should work with counsel to develop an employment screening program specific to your needs. It is necessary for Customer to work with counsel to ensure that Customer's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws and your legal responsibilities.

I hereby certify that I am a legally authorized representative of Customer, and I hereby obligate Customer to the terms and conditions listed above:

APPROVAL	
<div style="border-top: 1px solid black; width: 100%;"></div> <p>Signature</p> <p>Eric S. Stuckey</p>	<p style="font-size: 1.2em; margin-bottom: 5px;">12-18-19</p> <div style="border-top: 1px solid black; width: 100%;"></div> <p>Date</p> <p>City Administrator</p>
<div style="border-top: 1px solid black; width: 100%;"></div> <p>Name</p> <p>City of Franklin, Tennessee</p>	<div style="border-top: 1px solid black; width: 100%;"></div> <p>Title</p>
<div style="border-top: 1px solid black; width: 100%;"></div> <p>Company Name</p>	