



EZLYNX DRIVER/VEHICLE LOOKUP USAGE AGREEMENT

This EZLynx Driver/Vehicle Lookup Usage Agreement ("**Terms**") is entered into and agreed upon by you or your organization if you are using the Services on behalf of your organization ("**Licensee**") and Webcetera, L.P. ("**Licensor**"). These Terms apply if you are purchasing or using Driver and Vehicle Lookup Information functionalities or services in connection with the EZLynx One Platform® (herein, "**Services**"). These Terms are intended to supplement any prior agreement between Licensee and Licensor, and these Terms supersede and preempt such prior terms to the extent of any conflict therewith.

BY PURCHASING OR USING THE SERVICES, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, AND YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS SUPERSEDE AND PREEMPT, TO THE EXTENT OF ANY CONFLICT, ANY PRIOR AGREEMENT YOU HAVE WITH THE LICENSOR WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU, AS LICENSEE, AND THE LICENSOR. IF YOU REJECT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. THEREFORE, YOU HEREBY AGREE AS FOLLOWS:

(1) Access to Driver and Motor Vehicle Data. The Federal Fair Credit Reporting Act, Driver's Privacy Protection Act, analogous state laws, and other state and federal laws govern the use of reports delivered via the EZLynx One Platform®. It is your responsibility to ensure that your requests and any use of any disclosed information are lawful. When ordering reports for underwriting purposes, you must have a customer's written authorization and have provided such customer with all legally required notices. The Federal Fair Credit Reporting Act imposes criminal penalties - including a fine, up to two years in prison, or both - against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose. As a Licensee who accesses driver and/or motor vehicle and related data from or through Licensor (the "**Licensed Data**"), it is your responsibility to ensure that your requests are lawful. You agree that you will require your agents, employees, and representatives (collectively, "**Employees**") to acknowledge compliance with these laws and only permit them to access Licensed Data for permissible purposes. When ordering reports for underwriting purposes, you must have a completed application and/or the verbal request of the subject consumer. Licensee agrees to employ commercially reasonable procedures to track and monitor Employee access to and use of Licensed Data and investigate any allegations of misuse of the data in full cooperation with Licensor and/or its third-party provider of Licensed Data, or at the request of a governmental agency. Licensee acknowledges that in addition to other remedies of Licensor, any noncompliance by Licensee with the above provision may result, at Licensor's election, in Licensor revoking Licensee's access to and use of Licensed Data. Licensee acknowledges that the Licensed Data is licensed to Licensee for Licensee's internal use only and may not be reproduced or disclosed to anyone else unless permitted by law. Licensed Data shall not be appended to any other data or file except in the context of a report prepared for and consistent with a Licensor-approved permissible purpose for which the Licensed Data was accessed. Licensee acknowledges that all right, title, and interest in and to the Licensed Data is retained by Licensor and/or its third-party providers, and Licensee shall not commit or permit any act or omission that would impair such rights.

(2) Warranty. The Licensed Data shall be as current, accurate, and complete as may be achieved using the source data and compilation and data processing methods customarily employed by Licensor and its suppliers in the ordinary course of business, but is not warranted as being error-free. Neither Licensor nor its suppliers attempt to independently verify the completeness, accuracy, or authenticity of the Licensed Data. Accordingly, Licensee acknowledges and agrees that that Licensed Data is provided to Licensee on an "as is, as available" basis. Any use or reliance upon the Licensed Data by Licensee shall be at Licensee's own risk. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER OR PROVIDED BY LICENSOR OR ITS THIRD-PARTY DATA PROVIDERS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



(3) Limitation of Liability. IN NO EVENT SHALL LICENSOR OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY.

(4) Hold Harmless. Licensee shall indemnify and hold harmless Licensor and its third-party data providers from and against any and all losses, costs, penalties, fines, and claims arising out of Licensee's use of the Licensed Data under these Terms.

(5) General Provisions. (a) *Waiver*. No delay or omission by either party to these Terms to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach. (b) *Governing Law; Dispute Resolution*. The laws of the State of Texas govern these Terms, the interpretation and construction of these Terms and all claims arising out of or pertaining to this Agreement whatsoever. The prevailing party in any lawsuit arising from or relating to these Terms is entitled to recover its costs, including reasonable attorney fees. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF DALLAS COUNTY, TEXAS AND THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS. EACH OF THE PARTIES HERETO AGREES TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING HERETO IN THE STATE COURTS OF DALLAS COUNTY, TEXAS OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS. (c) *Injunctive Relief*. Licensee hereby agrees that any breach of these Terms by it or any of its Employees making any unauthorized use of Licensor's Services, the Licensed Data, or related confidential materials, will cause immediate and irreparable harm to Licensor. In the event of any such breach, Licensor shall be entitled to pursue immediate and interim injunctive relief from any court of competent jurisdiction to restrain such unauthorized use or conduct.