



# End User License Agreement

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## DRM Services Schedule

**1. Description of DRM Services.** To the extent set forth in an applicable ordering document, Azuga will make available a driver record monitoring program as outlined below (the “DRM Services”):

- **Activity MVR:** 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 End User.
- **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.
- **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 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. Certain checks are enforced 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.
- **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.

The parties understand that Azuga will not make any decisions regarding Customer's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that Customer shall have sole responsibility for all such decisions. Customer agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) drug and alcohol testing regulations and as applicable, the Fair Credit Reporting Act 15 USC 1681 et seq. ("FCRA"), the Driver's Privacy Protection Act ("DPPA"), and any rules or regulations promulgated thereunder from time to time, as well as any other laws regarding access to, use or disclosure of MVR data or any similar data, any applicable privacy, data collection, consumer protection laws. Customer acknowledges and agrees that the DRM Services may be subject to additional charges from vendors and states in connection with some of the corresponding reports, and Customer shall be responsible and pay Azuga for such costs regardless of whether or not they are set forth in a corresponding ordering document.

**2. Motor Vehicle Record Compliance.** To the extent Customer orders motor vehicle reports ("MVRs"), the following shall apply:

- a.** Customer may order MVRs from Azuga for "employment purposes", as that term is defined under the FCRA including but not limited to: evaluating the subject of the MVR ("Consumer") for employment, promotion, reassignment, or retention as an employee or as an independent contractor ("Employment Purposes"). Customer certifies that Customer will order and use MVRs for Employment Purposes only and for no other purpose. An MVR consists of data regarding driver, vehicle, title and registration histories, and any personal information contained in those histories.
- b.** Customer will provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that an MVR may be obtained for employment purposes.
- c.** Customer shall obtain the express written consent from the employee or prospective employee prior to ordering an MVR which explicitly authorizes the retrieval and use by Customer, its agents or contractors of any MVR data regarding the particular employee or prospective employee in question.
- d.** Customer shall comply with the Fair Credit Reporting Act ("FCRA") pre-adverse and adverse action procedures.
- e.** Customer shall use the MVR solely for the purposes of obtaining and verifying the accuracy of information supplied by an individual during the course of employment or during the hiring process and not use MVR data in violation of any equal opportunity laws or any other laws.
- f.** All employees, officers, and temporary employees of Customer that receives and has access to MVRs from Azuga shall be bound by similar confidentiality obligations to those contained in the Terms. Upon the occurrence of a Customer Security Event (as defined below), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed that a Customer Security Event has occurred, and any other parties (including but not limited to

regulatory entities and credit reporting agencies) as may be required. Unless required by applicable law, such notification shall not reference Azuga or the DRM Services, nor shall Azuga or any of its suppliers or partners be otherwise referenced in connection with the Customer Security Event, without Azuga's express written consent. Customer shall be solely responsible for all costs associated with any other legal or regulatory obligations which may arise under applicable law in connection with a Customer Security Event, including but not limited to, costs for credit monitoring. Customer shall indemnify Azuga for a Customer Security Event. A "Customer Security Event" shall be defined as the unauthorized acquisition or access to personally identifiable information made available through the provision of the services while in the possession or under the control of Customer, including but not limited to, that which is due to use by an unauthorized person or due to an unauthorized use.

**g.** Customer acknowledges it has received a copy of the consumer disclosures available here.

**h.** Customer shall be responsible for understanding, completing and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs and shall use MVRs only for purposes permitted by the DPPA and any equivalent state laws, including but not limited to, Act 465 of the 1977 Acts of Arkansas.

**i.** Customer shall not retain or store any Azuga-provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Customer may keep a copy of a Consumer's MVR in the Consumer's personnel/volunteer file.

**j.** Customer agrees it is the end-user of all MVRs, and will not resell, sub-license, deliver, display, or otherwise distribute any MVR, or any information in an MVR, to any third party, except to the Consumer or as otherwise required under law. Customer shall not, nor allow or authorize any third party to remove or destroy any proprietary markings, confidential legends, or any trademarks or trade names placed upon or contained within the DRM Services.

**k.** Azuga may modify the scope of DRM Services at any time upon reasonable notice to Customer, unless prior notice cannot be provided due to Azuga's obligations to comply with applicable laws and/or data provider requirements. Customer agrees to comply with all such changes, including any additional fees.

**l.** Customer shall notify Azuga in writing within ten (10) days of any changes to Customer's name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger or change in ownership of fifty percent (50%) or more of the stock or assets of Customer, change in nature of Customer's business. Customer understands that certain changes may require additional Customer credentialing.

**m.** Customer shall train employees on Customer's obligations under this Schedule prior to use of DRM Services and conduct a review of such obligations with employees who have access to DRM Services no less than annually. Customer shall keep records of such training.

**n.** In order to comply with applicable laws or contractual obligations with its data providers, and its internal policies, Azuga, or its designee, may conduct periodic reviews of Customer's use of the DRM Services through written requests for information and may, upon reasonable notice and during Customer's regular business hours, no more than once annually unless required by Azuga's regulators or data providers, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of those DRM Services and information received therefrom, including performing site visits at Customer's premises. Customer agrees to cooperate fully with all audits and to respond to any audit inquiry within ten (10) business days, unless an expedited response is required.