



IDENTITY SERVICES AGREEMENT

THIS IDENTITY SERVICES AGREEMENT is entered into by and between DiseCars, Inc. d/b/a TruWarranty (“SideCars”), and the dealership identified on the signature page hereof (“Dealer”), as of the ___ day of _____, 2020.

WHEREAS, SideCars provides identity theft recovery, monitoring, and related services under the TruIdentity and other brands (the “Program”) for delivery and resale through dealerships; and

WHEREAS, Dealer desires to purchase the Program for use and resale, as appropriate, in connection with its retail operations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Obligations of the Parties.

a. SideCars shall make the Program available to Dealer for the term and under the conditions set forth herein. The Program shall be available as soon as practicable after the date first written above (the “Effective Date”).

b. SideCars shall provide such training of Dealer personnel as the parties may reasonably agree, on-site or otherwise, with respect to the characteristics and use of the Program; provided, however, that Dealer shall be responsible for SideCars’ actual and reasonable travel expenses related to such training.

c. SideCars shall make available a telephone help desk Monday through Friday, 8:30 a.m. until 5:30 p.m., C.S.T., for users of the Program.

d. SideCars presently maintains, and will continue to maintain and periodically test the efficacy of, appropriate information security programs and measures designed to ensure the security and confidentiality of “Customer Information” (as defined in 16 CFR 314.2(b)). Such information security programs and measures shall include appropriate procedures designed to (1) protect the security and confidentiality of such information; (2) protect against anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Dealer customer. Dealer, its representatives and applicable governmental regulators may, from time to time, also audit the security programs and measures implemented by SideCars, and

SideCars shall not impose any fees or charges on Dealer, its representatives or applicable governmental regulators in connection with any such audit.

e. SideCars shall comply with the Red Flags Rule (16 CFR 681, et seq.) to the extent applicable to its operations and its obligations hereunder.

f. SideCars and Dealer shall comply with all federal, state, county and municipal statutes, laws, and regulations, and the terms of any lender agreements applicable or related to the performance of their respective duties hereunder.

g. Dealer shall make available one point of contact with the authority to act on behalf of Dealer with respect to its duties hereunder.

2. Term.

a. The initial term of this Agreement is one (1) year from the Effective Date (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms; provided that either party may terminate this Agreement by written notice to the other party no less than Thirty (30) days from the end of the then-current term.

b. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party thirty (30) days prior written notice with an opportunity to cure the breach within such thirty (30) day period. In the event that the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party shall have the right to terminate this Agreement.

3. Program Services. SideCars shall incorporate into the TruIdentity Program the services set forth in Exhibit 1. SideCars shall continue to provide those services, subject to revision, for the term of this Agreement. If SideCars fails to provide the services described in Exhibit 1, within thirty (30) days following receipt of written notice from Dealer thereof, Dealer shall have the right to cancel this contract without further obligation other than payment as set forth below.

4. Compensation.

a. SideCars or its agent shall invoice Dealer for services sold hereunder as soon as practicable following the month in which such services were sold at or through Dealer or an affiliated dealership (listed on Exhibit 2, if applicable).

b. If SideCars refunds any money paid by a Dealer customer with respect to the Program services, SideCars may invoice Dealer for such amounts (commonly referred to as “chargebacks”).

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5. Warranty. All services performed by SideCars or its vendors arising under or relating to this Agreement will be performed in a professional manner, using qualified personnel; provided, however, that SideCars does not guarantee or warrant the correctness or completeness of the services performed hereunder or the databases created in connection with those services. **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES SET FORTH HEREIN. SIDECARS AND ITS VENDORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. SIDECARS DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES OR THOSE OF ITS VENDORS WILL BE UNINTERRUPTED, OR ERROR-FREE.**

6. Limitation of Liability. IN NO EVENT WILL ANY PARTY, INCLUDING BUT NOT LIMITED TO SIDECARS OR ANY VENDOR HEREUNDER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES), OR OTHER LIABILITY ARISING OUT OF OR IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OR BREACH HEREOF, THE SUBJECT MATTER OF THIS AGREEMENT, OR DEALER'S USE OF, OR INABILITY TO USE, THE SERVICES OF SIDECARS OR ANY OF ITS VENDORS, REGARDLESS OF THE FORM OF ACTION (INCLUDING STRICT LIABILITY OR NEGLIGENCE), WHETHER OR NOT SIDECARS OR ITS VENDORS HAVE BEEN ADVISED, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. DEALER AGREES THAT SIDECARS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF SIDECARS OR ITS VENDORS IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT OVER ANY NUMBER OF TRANSACTIONS SHALL NEVER EXCEED ONE THOUSAND DOLLARS (\$1,000), INTENTIONALLY TORTIOUS ACTS EXCEPTED.

7. Mediation. The parties agree that, as a condition precedent to the filing of any lawsuit arising under or relating to this Agreement, they shall mediate in good faith before a single mediator in accordance with the Commercial Mediation Procedures of the American Arbitration Association or such other rules to which the parties may agree. Unless otherwise agreed to by the parties, such mediation shall take place in the county of residence of the party not initiating the mediation. No issues or disputes not submitted to mediation hereunder may be submitted to any court for resolution.

8. Independent Contractor. SideCars' relationship with Dealer shall be that of an independent contractor and nothing in this Agreement shall be construed as creating the relationship of principal and agent or employer and employee between Dealer and SideCars or its officers, employees, agents, suppliers or representatives.

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9. Governing Law; Venue. This Agreement shall be considered as having been entered in the State of Missouri, and shall be interpreted in accordance with the laws of that State. Sole and exclusive venue for any lawsuits arising under or relating to this Agreement shall be the United States District Court for the Western District of Missouri, Southwestern Division.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SideCars, Inc.
532 S. Main Street
Joplin, MO 64801

By: Garen McMillian
Its: President

By:
Its: