



**THIS MASTER AGREEMENT** (“Agreement”) made and entered into on date specified on signed Proposal, by and between OnTrak Solutions (“OnTrak”), a New Jersey Limited Liability Company, and Company named on signed Proposal (“Customer”) (collectively, the “Parties”).

1. **Equipment and Services**: Annexed to this Agreement is the Proposal, which shall set forth the description of services and equipment (“Services” and/or “Equipment”) being provided to Customer by OnTrak. The Proposal is incorporated into this Agreement. Customer may add additional Services and/or Equipment to the Proposal after this Agreement is entered into by completing an Additional Unit Form (“AUF”). The commencement date of the AUF shall be the date stated on the AUF and will be added to the monthly invoices and billed as stated herein.
2. **Costs**: The Proposal shall set forth the cost(s) (“Cost”) for the Equipment and/or Services. The Cost does not include any applicable taxes, fees, 3<sup>rd</sup> party installation costs, and/or shipping costs, which shall remain payable by the Customer to OnTrak. The Cost may be increased by OnTrak, at any time, upon reasonable notice to Customer.
3. **Term**: This Agreement shall commence as of the date of this Agreement stated above (“Commencement Date”) and shall:
  - a. Terminate date that being thirty-six (36) months from the Commencement Date of this Agreement; or
  - b. Continue on a month-to-month basis and may be terminated as stated in paragraph six (6) herein.
4. **Payment**: Customer shall pay to OnTrak the Cost by certified funds as follows (Choose 1):
  - a. Customer shall pay the Equipment costs simultaneously with execution of this Agreement and pay Service costs by the 1<sup>st</sup> of each month within thirty (30) days of the date of the invoice; or
  - b. Customer shall pay the Equipment and/or Service costs on a monthly basis by the 1<sup>st</sup> of each month within thirty (30) days of the date stated on the monthly invoice

Customer shall enter into a standing order agreement (“SOA”) for all costs. In the event Customer fails to enter into a SOA, Customer shall be charged a \$20 service fee per month. All credit card payments shall incur a 3.5% processing fee.

5. **Default and Remedies**: In the event Customer shall fail to perform any of the covenants, obligations, and/or conditions stated in the Agreement, and without prejudice to or waiving any

other rights or remedies stated herein, then: a) OnTrak shall be permitted to immediately suspend and/or terminate supplying Customer with Equipment and/or Services and terminate this Agreement; b) Customer shall be liable for all costs, expenses, and/or damages incurred by OnTrak based on Customer's default; c) Customer shall be required to immediately return all Equipment to OnTrak. In the event Customer fails to return all Equipment as required, OnTrak may be permitted to use self-help to uninstall and obtain possession of the Equipment from Customer; d) All amounts due and owing under this Agreement shall be accelerated and become immediately due and payable to OnTrak; e) In the event Customer fails to make any payments as required herein, including, but not limited to the Costs, expenses, fees, or penalties Customer shall incur a late charge of 5% of the total outstanding amount ("Late Fee"). Any Late Fees shall be payable within thirty (30) days of the dated stated on the invoice; f) In the event Customer's payment is declined, rejected, or is otherwise not collectible, Customer shall incur a \$35 return payment fee; and/or g) OnTrak may seek any and all appropriate relief permitted by law.

6. **Termination**: OnTrak may Terminate this Agreement upon ten (10) days' notice if Customer shall fail to perform any of the covenants, obligations, and/or conditions stated herein. In the event this Agreement is entered into on a month-to-month basis, OnTrak and/or Customer may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event the Agreement is terminated, Customer shall remain liable for any costs, charges, fees, and expenses due and owing under this Agreement, which shall be accelerated and become immediately due and payable to OnTrak. In the event individual unit(s) are cancelled/terminated, Customer shall remain liable for any charges, fees, and expenses due and owing for said individual unit(s) under this Agreement. If Agreement is entered into a month-to-month basis, Customer shall remain liable for any charges, fees, and expenses for individual unit(s) thirty (30) days from written notice. If Agreement is still within Contract Term length, Customer shall remain liable for an charges, fees, and expenses for individual unit(s) until Contract Term end which shall be accelerated and immediately due and payable to OnTrak.

6.1 **Activation/Reactivation Fees**: Customer shall be liable for activation and reactivation fees caused by the Customer. Activation/Reactivation fee of \$35 will be invoiced along with one-month of Customer's License Subscription. Activation/Reactivation is due immediately for Activation/Reactivation to take effect, i.e Customer's units will be activated/reactivated on date payment of invoice for fee (+) one-month upfront has been processed.

7. **3<sup>rd</sup> Party Financing**: Customer shall be liable for any payments and/or costs financed by a 3<sup>rd</sup> party finance company. Customer shall hold OnTrak harmless for amounts and/or payments due to 3<sup>rd</sup> party finance companies by Customer.

8. **Installation**: OnTrak shall not be liable for any delay in delivery and/or installation of Equipment caused by Customer's failure to provide OnTrak with delivery instructions and/or proper location. If Customer fails to make available the vehicle for installation on the agreed up date, time, and/or location, OnTrak may charge Customer a rescheduling fee of \$100 for failing to comply in addition to the installation costs. If customer desires to uninstall the Equipment from a vehicle and install

the Equipment in another vehicle, Customer shall pay OnTrak costs to uninstall and install the Equipment.

9. **Title**: Title and ownership of the Equipment shall not pass to the Customer until Customer tenders to OnTrak all Costs in full for any and all Equipment OnTrak has supplied to Customer pursuant to this Agreement and the Proposal. Until such payments are made in full, OnTrak shall have title and ownership of the Equipment. Customer shall cooperate with OnTrak's security interest in the Equipment, including, but not limited to promptly executing and delivering to OnTrak with any financing statements (such as UCC-1 financing statements) OnTrak requests Customer to execute and deliver.
10. **Insurance**: Customer shall maintain insurance for the Equipment and/or Services for the full cost of the Equipment and for liability from the date of delivery and/or installation until title has transferred to Customer.
11. **SD Cards**: If OnTrak supplies the Customer with an SD card for use with the Equipment, Customer shall only use the SD card provided by OnTrak and at the applicable usage levels. OnTrak shall be permitted to charge Customer an administrative fee for any excessive and/or failure to use the SD card provided, including use of the SD card outside of the United States, unless otherwise authorized by OnTrak.
12. **Equipment Maintenance and Use**: Customer shall maintain the Equipment in good condition and not remove, alter, disfigure, or cover any identifying information on the Equipment. OnTrak shall not be responsible to replace, repair, or refund Customer for any Equipment and/or Services, unless the Equipment and/or Services does not operate due to a diagnosed software issue. Customer shall use the Equipment and/or Services in compliance and in accordance with all rules, regulations, ordinances, and laws governing the use of the Equipment and/or Services and this Agreement. Customer shall be liable for any and all damages to Equipment, other than normal wear and tear, before title is transferred to Customer.
13. **Intellectual Property**: OnTrak shall provide to customer for the Customer's use all information and data generated and obtained from the Equipment and/or Services ("Customer Data"). OnTrak shall have the right to use all of Customer's Data. Customer's Data shall be the sole and exclusive property of OnTrak. OnTrak may provide Customer Data to Customer's insurance carrier as part of OnTrak's OVIT Program. OnTrak may retain and sell the Customer Data to 3<sup>rd</sup> parties without Customer's consent.
14. **Bankruptcy**: Customer shall remain in good financial standing and not commence or file any action or proceeding for bankruptcy, insolvency, reorganization, other relief of debtors, seek or consent to the appointment of a receiver, trustee, or liquidator.
15. **Entire Agreement**: This Agreement constitutes the entire Agreement between the Parties and supersedes and revokes all other agreements whether oral or written. The Customer acknowledges that it has not relied on any statement, promise or representation made by or on behalf of OnTrak

that is not set forth in this Agreement. OnTrak has the right to update/change any and all policies at any time and will inform the customer via written notice or email.

16. **Negative Inference**: The Parties understand and agree that no negative inference shall be drawn against OnTrak as the preparer of this Agreement.
17. **Counterparts**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile or electronic signatures shall be deemed originals.
18. **Severability**: In the event that any provision of this Agreement is held to be unenforceable, invalid, and/or illegal, all other provisions of this Agreement shall remain in full force and effect.
19. **Representations**: Neither OnTrak nor OnTrak's agents have made any representations with respect to the physical condition of the equipment except as stated in the Proposal. Customer has inspected the equipment and agrees to accept the same "as is".
20. **No Waiver**: OnTrak's acceptance of partial performance of any term and/or condition of this Agreement shall not constitute a modification of this Agreement or constitute a waiver by or estoppel against OnTrak to insist upon full performance of the terms of this Agreement.
21. **Waiver of jury, counterclaim, set off**: The Parties hereby waive trial by jury in any action brought by either party against the other, except for personal injury, on any matters arising or relating to this Agreement. Customer shall not have the right to make a counterclaim against OnTrak and/or set off any payment due herein. Customer shall only have the right to bring an action or separate action against OnTrak.
22. **Inability to Perform**: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by acts beyond either parties control, including, but not limited to, acts of God, acts of war or terrorism, fires, or strikes ("Force Majeure"), and the party unable to perform gives notice to the other party, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The excused party shall use reasonable efforts under the circumstances to perform its obligations to perform under this Agreement and shall proceed with performance when the event ceases or permitted the excused party to perform.
23. **Notices**: Any bill, invoice, or notice shall be deemed sufficiently provided if in writing, delivered by personal delivery, overnight mail, regular mail with return receipt requested, or regular mail with certificate of mailing addressed below. Any notices shall be deemed to be received the same day if delivered personally, one (1) day after being mailed if by overnight mail, and five (5) days after being mailed if by regular mail.
24. **Attorney's Fees**: OnTrak shall be entitled to reasonable attorney's fees, costs, and disbursements in any action arising from the enforcement or Customer's default of this Agreement.

25. **Assignment**: Customer may not assign this Agreement, Equipment, and/or Services provided for in this Agreement to any other person and/or entity without OnTrak's prior written consent. OnTrak may assign this Agreement without notice to the Customer or Customer's consent. This Agreement shall be binding upon all respective parties' heirs, assigns, executors, administrators, and successors-in-interest.
26. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The Parties consent that any action or proceeding brought by any party shall be brought within the State of New Jersey, Monmouth County.
27. **Indemnification**: OnTrak shall not be liable for any damages and/or loss, nor any injury or damage to Customer or any person and/or entity resulting from any cause of whatsoever nature resulting or caused by OnTrak, the Equipment, or Services. Customer agrees to defend, indemnify, and hold harmless OnTrak for any claims, actions, demands, loss, expense, and/or damage of any kind for monetary damages, property damages, equitable relief, personal injury, and/or wrongful death arising out of any acts, omissions, negligence, or willful misconduct committed by OnTrak, its officers, members, employees, agents, contractors, invitees, or personnel arising out of, connected with, or resulting from the this Agreement, Equipment, and/or Services. Customer shall reimburse OnTrak for any penalties, fines, judgments, awards, decrees, attorney's fees, and related costs and/or expenses, and any reimbursements to OnTrak for all fees, expenses, and/or costs incurred regarding the aforementioned. This provision shall survive the termination of this Agreement.