



Advanced Ignition Interlock Technologies
By Consumer Safety Technology, Inc. (CST)

10520 Hickman Road, Suite F
Des Moines, IA 50325
P: 877-777-5020
F: 515-331-7513
www.Intoxalock.com

Making the Roads Safe
By Making Drivers Safer

CST IGNITION INTERLOCK SERVICE CENTER AGREEMENT

Name of Service Center _____

Mailing Address _____

Primary Phone _____

The above named Service Center (“Service Center”) and Consumer Safety Technology, an Iowa corporation (“CST”), enter into this Agreement for the installation and de-installation of CST’s T1001A ignition interlock devices (“Devices”) on motor vehicles.

PART 1. SERVICES PERFORMED AND MATERIALS PROVIDED

1.1 Service Center. Service Center will install, de-install and recalibrate exchange the Model T1001A Interlock (Devices) provided by CST in customer motor vehicles when requested by CST. All such services will be performed as specified in the service manual to be provided by CST to the Service Center.

- A. Installation.** CST will coordinate by phone the scheduling of the time for installation with the customer and the Service Center. Service Center will make available appointment times to allow for the scheduling of installation of a Device within three business days after CST calls for an appointment time.
- B. De-installation.** CST will coordinate by phone the scheduling of the time for de-installation with the Service Center. Service Center will de-install a Device at the mutually convenient scheduled de-installation appointment.
- C. *Re-calibration Exchange.** CST will automatically ship a re-calibrated Device, in compliance with the mandated re-calibration time period, to the Service Center for completion of the Re-calibration Exchange process, pursuant to the instruction set forth in the service manual provided by CST.
- D. Materials Provided by Service Center.** Service Center will provide, repair and maintain at its expense all tools and other equipment necessary for the Service Center to install and de-install the devices pursuant to the instructions set forth in the service manual provided by CST to the Service Center.

1.2 Materials and Services Provided by CST. CST will furnish the Devices to the Service Center for installation in customer vehicles and CST will be responsible for all repairs and maintenance of the Devices other than installation and de-installation and other than damages caused to the Devices by the Service Center during installation or de-installation or damages caused to the Devices by CST’s customers. CST will also provide, at CST’s cost, the following materials and services to the Service Center:



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- (a) A technical service manual which CST will keep current through revisions.
- (b) Technical training of the Service Center's staff.

1.3 No Guarantee. Nothing in this Agreement constitutes any guarantee by CST of any level of Device installation and de-installation services or revenue for the Service Center. Such services shall, pursuant to this Agreement, be provided by the Service Center to CST's customers as and when requested by CST.

2. SERVICE FEES.

2.1 Service Center Fees. Service Center will charge the recommended service fees related to the work it performs to install, recalibrate, and de-install devices from customer motor vehicles. While the Service Center shall inform CST of any changes in the service rates, and any changes in those rates which it implements during the term of this Agreement, CST's customers (and not CST) shall be solely responsible for the payment of all installation, recalibration and de-installation service fees charged by the Service Center.

3. MISCELLANEOUS.

3.1 Duration and Renewal. The initial term of this Agreement is one (1) calendar year from receipt of the signed Service Center Agreement. After the expiration of the initial term, this agreement will continue in effect on the same terms and conditions for successive one-year terms until either party terminates this Agreement by giving written notice expiration to the other party at least 30 days prior to the scheduled expiration date.

3.2 Service Center's Insurance. Throughout the term of this Agreement, Service Center will maintain a comprehensive general liability ("CGL") insurance policy with limits of at least **\$100,000.00** for bodily injury and property damages arising out of the Service Center's operations or negligence in performing services to be provided by the Service Center under this Agreement. Service Center will indemnify and hold CST harmless from and against all damages which it causes which arise out of or are related to negligence with respect to performing services under this Agreement by the Service Center and/or the failure of the Service Center to follow the installation and de-installation instructions provided by CST to Service Center.

3.3 CST's Insurance. Throughout the term of this Agreement, CST will maintain a products liability insurance policy on the Devices installed and de-installed by the Service Center with limits of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate for each policy period for bodily injury and property damages arising out of a defect in a CST Device. CST will indemnify and hold the Service Center harmless from and against all damages which are caused by a defective Device as long as the defect does not arise out of or relate to the Service Center's negligence with respect to performing services under this Agreement and/or the failure of the Service Center to follow the installation and de-installation instructions provided by CST to Service Center.

3.4 Confidential Information The Devices, software and manuals provided to Service Center by CST under this Agreement, and the names and other information about CST customers, will be treated as confidential information of CST. Service Center will not disclose any of this confidential information to any other party. At the termination of this Agreement, Service Center will return to CST all devices, software, manuals and all other materials provided by CST under this Agreement.



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3.5 Default. Either party may terminate this Agreement upon default of the other party after giving 30-days advance written notice of the default and of the intent to terminate. The following events will constitute default of this Agreement:

- A. CST's failure to provide the training, software and supplies as required by this Agreement.
- B. Service Center's failure to properly and timely schedule appointments for installation and de-installation of the Devices; Service Center's improper installation or de-installation of Devices; or other instances of negligence with respect to the services to be performed by the Service Center under this Agreement including the return of units to CST Inc. when instructed.
- C. Filing by either party of a voluntary petition in bankruptcy or entering of an involuntary petition in bankruptcy, when such filing precludes that Party's continued operation of business.
- D. Any other default with respect to any other provision of this Agreement, including without limitation the exclusivity provisions of Section 3.8 of this Agreement.

3.6 Independent Contractor. Service Center is an independent contractor. Nothing in this Agreement will constitute or be construed as a creation of a partnership or joint venture between Service Center and CST.

3.7 Current Customers. Service Centers that employ individuals who are current CST customers may not allow those employees to view or handle any shop instructions or wiring diagrams for the Intoxalock™, nor perform any installations or de-installations of the Intoxalock™ during their CST lease term.

3.8 Exclusivity. Service Center agrees not to lease, rent, market, sell, install, calibrate or service any other manufacturer's breath alcohol ignition interlock device during the term of this Agreement without the express written approval of CST.

Service Center also represents and warrants to CST that it is not subject to any non-competition, exclusivity, confidentiality or any similar provision which would be violated in any way by Service Center's execution of this Agreement with CST. Service Center further agrees to indemnify and hold harmless CST from all claims, losses, costs and expenses related to any claim by any other company that Service Center's entry into this Agreement with CST violates any non-competition, exclusivity, confidentiality or other contractual obligation running in favor of any third party, or constitutes tortious interference with any third party's prospective or actual business relations.

3.9 Construction of Agreement.

- A. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties; and it supersedes all negotiations, preliminary agreements, agreements in principle, and other discussions prior to the execution of this Agreement relating to this subject matter.
- B. **Amendments.** No amendment of the terms of this Agreement will be effective unless made in writing and signed by the parties.



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- C. Waiver.** A party’s waiver of a breach of any term of this Agreement will not constitute a waiver of any subsequent breach of the same or another term contained in this Agreement. A party’s subsequent acceptance of performance by the other party will not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular act.
- D. Severability.** In the event any provision of this Agreement is held unenforceable, in whole or in part, the remaining provisions of this Agreement will not be affected unless the unenforceable provision materially alters the rights of either party and it is impossible to adjust for the unenforceable provision.
- E. Governing Law.** This Agreement will be governed by and construed in accordance with Iowa law.
- F. No Assignment.** Service Center may not assign this Agreement to any third party without the expressed written consent of CST.

Dated _____, 2009

Consumer Safety Technology, Inc.

By:

Print Name:

Print Title:

Dated _____, 2009

Service Center

By: _____

Print Name: _____

Print Title: _____



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Service Center Information Sheet

Please fill in the following information so that CST, Inc. may best inform our clients of your services. If you have any questions, please feel free to call either Scot Lewton or Sean Averill. They will be able to answer any questions you may have regarding pricing, availability, and appointments. Also, please remember to have your insurance agent fax to us your General Liability or "Garage Keepers" insurance document, made out to CST, Inc. at 515-331-7513. It will need to show \$100,000 in effect.

Service Center Name _____
Service Manager _____
Assistant Manager _____
Address _____

Primary Phone _____
Secondary Phone _____
Fax _____

Email _____
Hours of Operation _____
BAR Certification NA
Installation Fee \$80
Removal Fee \$40
Visual Inspection Fee \$15*
**Where Required by Law*
Appointments: 1st Come 1st Served or Set Appointment