

DriveCam's GSA PRICE LIST

SIN 132- 8 PURCHASE OF EQUIPMENT

Line #	Item #	Description	# of Units	GSA Price (Inclusive of IFF)
Equipment				
1	VER-DC3-0003	DriveCam Wireless Event Recorder with 2 year warranty	Per each unit	\$ 434.50
2	VER-DC3-0004	<i>DriveCam Cellular Event Recorder - instant notification of events through forced download - daily updates that do not require return to central location - GPS on events with capability for full-time GPS. - DriverID-capable - automatic updates via downloads</i>	Per each unit	\$ 495.00
3	VER-DC3P-0020	<i>DriveCam Cellular Event Recorder - daily updates that do not require return to central location - GPS on events with capability for full-time GPS. - Posted Speed Triggers - DriverID-capable Automatic updates via downloads</i>	Per each unit	\$595
Installation Services				
4	4225-00014-0000	Installation of Wireless Access Point	Not applicable	\$ 1,914.36
5	4225-00015-0000	Installation, Cable - On Site	Not applicable	\$ 957.18
6	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days	\$ 957.18

Line #	Item #	Description	# of Units	GSA Price (Inclusive of IFF)
7	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day	\$ 1,435.77
8	SRV-INS-0003	Implementation Services	One-time Set Up Fee	\$ 1,148.61
9	4230-00002-0001	Collision Accident Report (CAR)	Per Report	\$ 239.29
10	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit	\$ 47.86
11	SRV-INS-0010	DriveCam Installation Per Unit – Standard Install	Per each unit	\$ 157.94
12	SRV-INS-0011	DriveCam Installation Per Unit – Complex Install (Waste, Transit)	Per each unit	\$ 205.80
13	SRV-INS-0012	DriveCam Installation Per Unit – Premium Install (Coach)	Per each unit	\$ 268.01
14	SRV-INS-0013	DriveCam Installation Per Unit – Custom Install	Per each unit	\$ 478.59
15	SRV-INS-0014	DriveCam Peripheral Install – Per Peripheral Sold	Per each unit	\$ 23.93

SIN 132- 12 EQUIPMENT MAINTENANCE

Line #	Model#	Item #	Description	GSA Offer + IFF (\$)
1	WARRANTY 1 YEAR	4510-00001-0001	DriveCam Event Recorder 1 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	\$ 46.90
2	WARRANTY 2 YEAR	4510-00001-0002	DriveCam Event Recorder 2 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	\$ 93.80
3	WARRANTY 3 YEAR	4510-00001-0003	DriveCam Event Recorder 3 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	\$ 140.71

SIN 132-32 - Term Software License

Line #	Item #	Description	GSA Price (inclusive of IFF)
1	3235-00DOL-A	DriveCam Online Subscription (First Year)	\$ 84.00
2	3235-00DOL-A	DriveCam Online Subscription (Subsequent Years)	\$ 84.00
Installation Services			
3	SRV-MGS-0001	Archived Clip Recovery \$500.00/ per event	\$ 478.59

**Current version of software will be supplied to the ordering agency. Software term license includes annual license, tech support and software upgrades.*

SIN 132-50: TRAINING COURSE DESCRIPTIONS

Line # 1

Training Course	DriveCam Academy
Brief description	<p>This session focuses on how to get more from your already operating DriveCam program. Topics in this session include: Best practices with the DriveCam program, legal updates on the use of cameras in the vehicle, effective event review and new products at DriveCam.</p> <p>This is a per student charge. Training is held at a site provided by DriveCam. Expenses for student travel and per diem are at additional costs.</p>
Length of Course	7 hours
Mandatory Requirements	Must be deployed with DriveCam
Minimum/Maximum number of students per class	1 min/ 30 max
Locations where the course is offered	Los Angeles, Dallas, Chicago, Northern New Jersey

Class Schedule	Contact DriveCam for complete schedule
Part Number	4235-00001-0000
GSA Price (inclusive of IFF)	\$263.22 per individual

Line # 2

Training Course	Training for Software Usage, Event Review, Driver Coaching - Dedicated Web Ex Training Session (Per Session)
Brief description	Conducted via WebEx. Key topics covered include: how to use the software, tips on reviewing events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program. This is training done via the web, not at site.
Length of Course	3 Hours
Mandatory Requirements	Must be deployed with DriveCam equipment
Minimum/Maximum number of students per class	1 min/ 25 max
Locations where the course is offered	Web Based
Class Schedule	Per client's request
Part Number	4235-00004-0000
GSA Price (inclusive of IFF)	\$502.52 per class/group session

Line # 3

Training Course	Training for Software Usage, Event Review, Driver Coaching (On-Site/Per Day)
Brief description	DriveCam Training staff comes on site to present a comprehensive training session on how to: use the software, accurately review events, counseling drivers effectively and tracking program success. There will also be time dedicated to best

	practices for management of the program. This is a per class/group charge. Training is held at the client's location. Travel and per diem for instructor are at additional costs.
Length of Course	8 Hours
Mandatory Requirements	Must be deployed with DriveCam equipment
Minimum/Maximum number of students per class	1 minimum/ 20 maximum
Locations where the course is offered	Buying Activity Site
Class Schedule	Per client's request
Part Number	4235-00004-0000
GSA Price (inclusive of IFF)	\$2,297.23 per day

SIN 132-52 ELECTRONIC COMMERCE

Line #	Item #	Description	GSA Price (inclusive of IFF)
1	4230-00SEM- A	Safety Enhancement Module Subscription- Requires DriveCam Managed Services - (Annual Fee)	\$ 80.40
2	4230-0XDUR- A	20 Second Clip Duration - Requires DriveCam Managed Services (Annual Fee)	\$ 100.80
3	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	\$ 76.00
4	4230-0RTIME- A	Real-Time/Kill-Switch Cellular Transport Subscription- Requires DriveCam Managed Services - (Annual Fee)	\$ 80.40
5	4230-001MS-A1	Tier 1 - Managed Service Includes standard duty, including 2 axel/4 wheel vehiclesand four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles)	\$ 206.00
6	4230-001MS-A2	Tier 2 - Managed Service - Medium duty, including vehicles generally over 6,000 lbs and/or more than 2 axels/4wheels	\$ 269.00

Line #	Item #	Description	GSA Price (inclusive of IFF)
7	4230-001MS-A4	Tier 3.Managed Service - Heavy duty, including vehicles generally over 10,000 lbs and more than 2 axels/4 wheels.	\$ 420.00
8	4230-MANUAL-M	Manual Clip Subscription - Pay Per Manual. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 0.95
9	4230-M2500-M	Manual Clip Subscription - 2,500 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 2,138.00
10	4230-M5000-M	Manual Clip Subscription - 5,000 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 4,038.00
11	4230-M010K-M	Manual Clip Subscription - 10,000 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 7,600.00

Line #	Item #	Description	GSA Price (inclusive of IFF)
12	4230-M015K-M	Manual Clip Subscription - 15,000 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 9,975.00
13	4230-M020K-M	Manual Clip Subscription - 20,000 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 11,400.00
14	4230-M025K-M	Manual Clip Subscription - 25,000 Manuals (Monthly) - Overage @ \$0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the DriveCam data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	\$ 11,875.00
15	4230-00AVL-A	Fleet Tracking Solution (First Year Monthly Subscription)	\$ 8.99

Note:

* One year minimum of DriveCam Managed Services

* DriveCam is aware that the Annual Fees noted may need to be prorated to meet Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

*DriveCam's standard policy for subscription start date has been the first day of the second month following the day that the units were shipped.

Event Metadata

The event.xml file will contain the following data:

	Element	Attribute	Data Type	Definition	Detail
	Event	UniqueEventId	bigint	Unique Identifier for Event	
1		EventId	Bigint	Unique Identifier for Event	
2		Type	nvarchar(50)	Trigger type	i.e. Manual, Shock, Erratic
3		Status	nvarchar(50)	Event Status	i.e. New, FYI Notify, Resolved
4		RecordDate	datetime	Date Event was Recorded (ER Time)	
5		RecordDateUTC	datetime	Date Event was Recorded (UTC)	
6		DownloadedDate	datetime	Date Event was Downloaded from Event Recorder to Server (UTC)	
7		Score	Int	Event Score from Driver Risk Analyst	
8		ReviewedDate	datetime	Date Event was Reviewed by Managed Service Team (UTC)	
9		ERSerialNumber	nvarchar(50)	Event Recorder Serial Number	
10		LastUpdated	datetime	Date Event was last updated (UTC)	
11		Overdue	Float	Days Event is overdue for coaching	
12		EventFileName	nvarchar(25)	Filename of Event WMV file	
13		EventFileNameDCE	nvarchar(25)	Filename of Event DCE file	
14	Vehicle	Vehicle Name	nvarchar(50)		Vehicle Detail
15		Type	Int	Vehicle Detail	
16	Notes	Notes Reviewer Notes	nvarchar(max)	Notes entered by the Reviewer, Coach and Driver	
17	Driver	Driver First Name	nvarchar(50)		Driver detail
18		Lastname	nvarchar(50)		
19		EmployeeNum	nvarchar(50)		
20		UserName	nvarchar(255)		
21	Group	Group Name	nvarchar(50)	Group detail where Event occurred	
22		FullPath	nvarchar(3500)		

	Element	Attribute	Data Type	Definition	Detail
23	TForces	TForces	float	Maximum Fwd g-Force for this Event	
24		Forward max	float		
25		Lateral max	float		
26		Thresholds	float		
27		Lateral	float		
28		Forward	Float		
29		Shock			
30	Position	Position	float	GPS detail at time of Event	
31		Latitude	Float		
32		Longitude	Float		
33		Heading	Float		
34		Speed	Float		
35	Behaviors	Behaviors	Int	List of BehaviorIDs associated to the Event	
36		Behavior			

ATTACHMENT A



EFFECTIVE DATE: _____

DEPOSIT ACCOUNT NUMBER: _____

THREE-PARTY ESCROW SERVICE AGREEMENT

1. Introduction.

This Three Party Escrow Service Agreement (the "Agreement") is entered into by and between DriveCam, Inc (the "Depositor"), and by City and County of San Francisco (the "Beneficiary") and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com, or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into the GSA Federal Supply Schedule Contract GS-35F-0623S ("GSA Contract") and the attached Software License Agreement, referred to herein as the "GSA Contract and Software License Agreement" (collectively referred to herein as the "License Agreement(s)") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreements, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.
 - (c) As between the Depositor and the Beneficiary, in the event of a release of the Deposit Material in accordance with this Agreement, the Beneficiary warrants that it shall comply strictly with the provisions set forth in Exhibit C with respect to its "Right to Use Following Release." Accordingly, Beneficiary will indemnify, defend, and hold the Depositor harmless from any and all loss, damage, injury, or liability, including reasonable legal fees and expenses, which the Depositor may suffer as a result of any unauthorized use of the Deposit Material or any change not approved by the Depositor that is made to the Deposit Material following the release of the Deposit Material to the Beneficiary. The foregoing indemnity shall include, but is not limited to, any and all losses, damages, injury or liabilities, which the Depositor suffers under any alleged negligence claim or action, or any product liability, strict liability, or infringement claim or action arising from any unauthorized modification or variation of the Deposit Material by the Beneficiary.
4. Iron Mountain Responsibilities and Representations.
- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
 - (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
 - (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
 - (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
 - (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
 - (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions.
 - (g) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and

Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides a sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification.

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Beneficiary and Iron Mountain (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement or Beneficiary's use of the Deposit Material, within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information.

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

EXCEPT FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

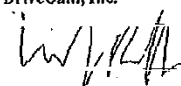
- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflict of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to Release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.

- (j) **Assignment.** No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.
- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) **Regulations.** All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) **Survival.** Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

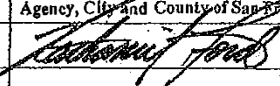
(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR

COMPANY NAME:	DriveCam, Inc.
SIGNATURE:	
PRINT NAME:	William J. Ruff
TITLE:	Vice President - Finance
DATE:	4/26/09
EMAIL ADDRESS:	wjruff@drivecam.com

BENEFICIARY

COMPANY NAME:	San Francisco Municipal Transportation Agency, City and County of San Francisco
SIGNATURE:	
PRINT NAME:	Nathaniel P. Ford Sr.
TITLE:	Executive Director/CEO
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:
PRINT NAME:
TITLE:
DATE:
EMAIL ADDRESS: ipmclientservices@ironmountain.com

NOTE: AUTHORIZED PERSON(S)/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR -- AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

PRINT NAME:	Brian Brown
TITLE:	Div Corp II
EMAIL ADDRESS	bbrown@divinc.com
ADDRESS 1	8411 Balboa Ave
ADDRESS 2	San Diego CA 92123
CITY/STATE/PROVINCE	
POSTAL/ZIP CODE	
PHONE NUMBER	858-430-4600
FAX NUMBER	

BENEFICIARY -- AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

PRINT NAME:	Hao Elson
TITLE:	Principal Engineer
EMAIL ADDRESS	Elson.hao@sfnmta.com
ADDRESS 1	700 Pennsylvania Avenue
ADDRESS 2	
CITY/STATE/PROVINCE	San Francisco, CA
POSTAL/ZIP CODE	94107
PHONE NUMBER	415-401-3196
FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR

Iron Mountain Intellectual Property Management, Inc., Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, Georgia, 30071, USA.
Telephone: 800-875-5669
Facsimile: 770-239-9201

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

DEPOSITOR

PRINT NAME:
TITLE:
EMAIL ADDRESS
STREET ADDRESS
PROVINCE/CITY/STATE
POSTAL/ZIP CODE
PHONE NUMBER
FAX NUMBER
PURCHASE ORDER #

BENEFICIARY

PRINT NAME: Elson Hao
TITLE: Principal Engineer
EMAIL ADDRESS: Elson.hao@sfmta.com
STREET ADDRESS: 700 Pennsylvania Avenue
PROVINCE/CITY/STATE
POSTAL/ZIP CODE: 94107
PHONE NUMBER: 415-401-3196
FAX NUMBER
PURCHASE ORDER #

MUST BE COMPLETED **EXHIBIT A - Escrow Service Work Request - Deposit Account Number:**

SERVICE Check box (S) or initial (I) for service	SERVICE DESCRIPTION - THREE PARTY ESCROW AGREEMENT All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service title
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$1250		<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,000	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Beneficiary Fee Including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$700	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> File List Test	Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited FTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____
(Deposit Name will appear in account history reports)
DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.

Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.

NAME:

NAME:

PRINT NAME:

PRINT NAME:

DATE:

DATE:

EMAIL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071

Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY - NODED DISCREPANCIES ON VISUAL INSPECTION