



ITI SELF-SERVICE TERMINAL SERVICES CONTRACT

This ITI SELF-SERVICE TERMINAL SERVICES CONTRACT ("SST Contract") is entered on May 20, 2021 ("Effective Date"), by and between Oglala Lakota County of the State of South Dakota with an office at 906 N River Street, Hot Springs, SD 57747 and the Oglala Sioux Tribe, with an office at 107 W. Main St. Pine Ridge, SD 57770 (collectively the "Retailer"), and Intellectual Technology, Inc. ("ITI"), a Delaware corporation with an office at 2980 E. Coliseum Blvd. Fort Wayne, IN 46805.

Retailer, desiring to attract customers to its location and help provide contactless DMV services due to the COVID-19 pandemic, is willing to place, and ITI is willing to install, one or more self-service kiosks capable of offering DMV services as more fully described in Schedule A attached hereto ("Kiosk" or "SST"), at Retailer location listed under Schedule A ("Locations").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Self-Service Terminal Placement. Retailer and ITI will mutually agree to the number of Kiosks to be placed at the agreed upon Locations. The Kiosk will be available for use only during Location's normal business hours. However, Retailer shall make every reasonable effort to provide citizens with access to Kiosks in the event of a pandemic or other event that presents a barrier to citizen's access to DMV services.
2. Term. The initial term of this SST Contract shall commence on the Effective Date and shall end on November 9, 2025 ("Initial Term"). Following the Initial Term, this SST Contract shall automatically renew and be extended for additional one-year terms if the State of South Dakota, through its Department of Transportation, extends its contract with ITI. ITI may extend the term this SST Contract by providing notice to Retailer of the length of the extension prior to termination of this SST Contract. Notwithstanding the forgoing, this SST Contract may be terminated earlier as provided herein.
3. Kiosk Services and Functionality. The Kiosk will provide DMV transactions on accounts linked real-time to the DMV. All services provided by ITI under this SST Contract shall be referred to herein as the "Services".
4. Installation and Setup. ITI shall be responsible for the cost of installing the data and power connections including moving, relocating, or pulling wires or data lines within each Location in order to make data and/or electricity accessible. Retailer will assist ITI personnel with obtaining access to each Location for installation and maintenance purposes.
5. Information Security. Retailer will not have access to any confidential or personally identifiable information generated by the Kiosk transactions. ITI shall be responsible for all data integrity, data transmission and security of all confidential and personal information.
6. Servicing of Kiosk. ITI shall service the Kiosk and related equipment as often as is necessary to keep the Kiosk properly supplied and in good working order. ITI will provide Retailer with either a local telephone number or an 800-tollfree number for service calls. In the event of any SST failure, damage or other problem requiring repairs, replacement, adjustment or maintenance, Retailer shall notify ITI within a reasonable period of

time after first becoming aware of such failure or problem. Retailer will use commercially reasonable efforts to prevent anyone, other than an authorized representative of ITI or person designated by ITI, from performing any service or repair work on the SST without ITI's prior written approval.

7. Independent Contractor. ITI and any and all of ITI's agents and employees shall act as independent contractors and not as agents or employees of Retailer. Nothing herein contained shall be construed as constituting the parties hereto as partners, agents of one another or in a joint venture.

8. Confidentiality. The parties understand and acknowledge that in connection with the Services to be performed by ITI and the obligations of Retailer under this SST Contract, from time to time either or both (the "Disclosing Party") may disclose to the other (the "Receiving Party"), either in writing or orally, information relating to the Disclosing Party's businesses, operations, organizations, financial conditions, plans, designs, marketing strategies and other confidential or proprietary information ("Confidential Information"). The Receiving Party will use such Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this SST Contract unless otherwise agreed in writing between the parties. The parties agree that all Disclosing Party Confidential Information shall be and remain the exclusive property of the Disclosing Party, and that the Receiving Party will take, or cause to be taken, all reasonable steps to safeguard Disclosing Party's Confidential Information against unauthorized disclosure, using procedures and standards as comprehensive as those used to protect Receiving Party's own Confidential Information, but in no case less than a reasonable standard of care. Notwithstanding anything set forth herein to the contrary, no information shall be considered Confidential Information, which (i) is or becomes publicly known through no wrongful act of Receiving Party, (ii) is received by the Receiving Party from a third party without similar restriction and without breach of this SST Contract, (iii) is independently developed by Receiving Party and Receiving Party can reasonably substantiate that the development occurred before disclosure, (iv) is required to be disclosed by law, or (v) is approved for release by the written consent of the Disclosing Party.

9. Consumer Credit Card Confidential Information. ITI shall comply with the Payment Card Industry ("PCI") Data Security Standard, as promulgated and amended by the PCI Security Standards Council, and other applicable payment card industry security requirements with respect to consumer credit card information that is accessed, received or maintained by ITI. If ITI is required to maintain certification pursuant to the PCI Data Security Standard, ITI shall maintain such certification throughout the term of this SST Contract.

10. Indemnification and Limitation of Liability.

- (a) ITI shall indemnify and hold harmless the Retailer and its, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, ("Claim(s)") arising out of or related to the negligent acts or omissions or willful misconduct of ITI, or its principals, employees, agents, or subcontractors and connected to the performance of Services under this SST Contract, except to the extent that any Claim was due to Retailer's actions or inactions. ITI's obligation to indemnify pursuant to this paragraph shall survive the termination of this SST Contract.
- (b) Retailer shall indemnify and hold harmless ITI and its officers, employees, and agents from and against any and all Claims, arising out of or related to the negligent acts or omissions or willful misconduct of the Retailer, or its officers, employees, and/or agents,

except to the extent that any Claim was due to ITI's actions or inactions. The Retailer's obligation to indemnify pursuant to this paragraph shall survive the termination of this SST Contract.

- (c) IN NO EVENT SHALL THE ITI'S AGGREGATE LIABILITY TO THE RETAILER FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED FEES RECEIVED BY ITI UNDER THIS SST CONTRACT DURING THE PREVIOUS SIX (6) MONTHS OF THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN

11. Insurance. ITI shall maintain during the term of this SST Contract, at its sole cost and expense, the following minimum valid, effective and collectible types of insurance:

- (a) Workers' compensation or qualified self-insurance in compliance with applicable law.
- (b) Employers' liability insurance with a limit of not less than \$1 million for bodily injury by accident, \$1 million for bodily injury by disease and \$1 million for policy limits.
- (c) Commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than \$2 million each occurrence for bodily injury and property damage and personal and advertising injury, and \$2 million in products and completed operations annual aggregate. Commercial General Liability policy or policies will: (i) provide that the insurance company has the duty to defend all insured's under the policy; and (ii) provide that defense costs are paid in addition to and do not deplete any of the policy limits.
- (d) Business Auto Coverage with a limit of liability of not less than \$1 million for any one accident or loss for bodily injury and property damage and affording coverage for Owned, Hired, Rented and Non-Owned vehicles.
- (e) Professional Liability coverage with a limit of liability of not less than \$1 million for loss due to error, omission, or negligence of ITI, its contractors or its employees.
- (f) Upon request, ITI shall furnish Retailer with proof of insurance required hereunder.

12. Termination. This SST Contract:

- (a) Will terminate immediately with respect to any Locations that are sold, closed, transferred or otherwise disposed of or where the SST is removed under Schedule A, but only as to those Locations and not as to the entire SST Contract unless there are no remaining active SSTs;

- (b) May be terminated for a material breach which remains uncured after thirty (30) days' notice from the non-breaching party;
- (c) May be terminated by either party upon notice to the other party in the event of the insolvency, bankruptcy, or receivership petition of the other party;
- (d) Will terminate immediately if applicable State, County, or other governmental authorities revoke and/or terminate ITI's authorization to provide the Services; or
- (e) Will be terminated as provided in Section 2 or Section 14.

13. Obligations Following Termination.

- (a) Upon expiration or termination of this SST Contract for any reason, ITI will, at ITI's cost and expense, promptly remove and disconnect the SST (including all manuals, plugs, cables, and associated paraphernalia) in a way that is least disruptive to Retailer's business and within thirty (30) days after expiration or termination of this SST Contract.
- (b) The termination of this SST Contract will not affect the rights of any party with respect to any damages it has suffered as a result of any breach of this SST Contract, nor will it affect the rights or obligations of each party with respect to liabilities or claims that have accrued as a result of such breach including, without limitation, the foregoing obligations.

14. Repairs; Damage and Destruction. Retailer will have no obligation at any time during the term of this SST Contract to make any changes or repairs or improvements to the Location and ITI will accept the Location "as is". If the Location is damaged or destroyed by condemnation or other event, Retailer will have no obligation to repair or restore the same unless it elects to do so in its sole discretion. Retailer will make reasonable efforts to relocate the SST to another appropriate location within the building. If Retailer does not elect within 30 days of the event to repair or restore the location or relocate the SST and there are no other SSTs at another Location, this SST Contract will immediately be deemed to have terminated without further liability of either party to the other.

15. Notices. All notices provided under this SST Contract shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, or by an express delivery service (such as UPS) and addressed to such party at its address set forth below. The address to which notices may be given as aforesaid to either party may be changed by written notice given by one party to the other as hereinabove provided.

Notice shall be sent to the following addresses:

- (a) If to ITI:

Intellectual Technology, Inc.
Attn: General Counsel

2980 E. Coliseum Blvd. Suite 100
Fort Wayne, IN. 46805

(b) If to Retailer:
Oglala Lakota County of the State of South Dakota
906 N River Street
Hot Springs SD 57747

Oglala Sue Tribe
107 W. Main St.
Pine Ridge, SD 57770

16. Service Marks and Trademarks. ITI shall not, without Retailer' prior written consent, use the name, service marks of Retailer or the service marks or trademarks used by Retailer.

17. Publicity. All media releases, public announcements and public disclosures by either party relating to this SST Contract or the subject matter of this SST Contract, including promotional or marketing material or signs or posters posted on the SST or elsewhere, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, will be coordinated with and approved by the other party prior to release, which approval such party may withhold in its sole discretion. ITI will ensure that any approved publicity materials referring to Retailer remain current and accurate, and Retailer reserves the right to withdraw a previously granted approval and ITI will cease use of Retailer's name pending ITI's correction of any inaccurate materials.

18. Compliance with Law; Permits; Taxes. The parties shall comply with all applicable laws, rules, regulations and other requirements with respect to the operation, maintenance and use of the SST and the utility hook-ups including any rules, regulations, or other terms or conditions provided from time to time with respect to this SST Contract by ITI. ITI will obtain, maintain in effect and pay the cost of all licenses or permits required for the operation, use and/or maintenance of the SST. ITI will pay all taxes and other payments required to be paid by ITI as a result of the SST transactions and the presence of the Kiosks in the Locations.

19. Entire Agreement; Amendment. This SST Contract, constitutes the entire agreement between the parties with respect to the subject matter contained in this SST Contract, and supersedes all prior agreements, whether written or oral, with respect to such subject matter. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

20. Successors and Assigns. The terms of this SST Contract and the covenants and agreements herein contained shall apply to and bind and inure to the benefits of the permitted heirs, representatives, assigns and successors in interest of the parties hereto.

21. Severability. The invalidity of any provision of this SST Contract will not affect the validity and binding effect of any other provision and any invalid provision will be severed from this SST Contract and the remainder of the SST Contract will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the parties.

22. ADA Compliance. ITI represents and Retailer acknowledges that the Kiosk (including utility hook-ups) during the term of this SST Contract must be compliant with the Americans with Disabilities Act (“ADA”). A Location must be ADA compliant before a Kiosk can be installed at such Location. Further, the parties agree that if an ADA compliant location cannot be established within a reasonable time as determined by ITI or maintained in at least one Location, this Agreement shall immediately become null and void upon notice from ITI, provided that any confidentiality and non-disclosure agreements previously entered into by the parties shall remain in full force and effect.

23. Relocation. Retailer may, from time to time, request that the Kiosk be relocated within the Location temporarily or permanently. If requested, ITI shall relocate the SST within thirty (30) days of written request by Retailer. Retailer shall pay any costs associated with the relocation.

24. Signs. Notwithstanding anything herein to the contrary, ITI shall not have the right to install any interior or exterior signs unless ITI first obtains (a) Retailer’ prior consent, and (b) prior consent of any third parties or governmental approvals that have rights over the same.

25. Waiver. The failure of a party to insist upon strict performance of any of the covenants or restrictions contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants or obligations contained herein by the same or any other party.

26. Governing Law; Jurisdiction. This SST Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Indiana, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction.

27. Counterparts/Electronic Signatures. This SST Contract may be executed in counterparts and such counterparts shall be deemed an original and all of which together shall constitute a single instrument effective upon execution and delivery of one or more of such counterparts by each of the parties. Electronic signatures (copied, facsimile, or PDF) shall be deemed originals for all purposes.

[The Remainder of this Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, this SST Contract has been executed by the parties hereto as of the Effective Date.

OGLALA LAKOTA COUNTY

INTELLECTUAL TECHNOLOGY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OGLALA SIOUX TRIBE

By: _____

Name: _____

Title: _____

SCHEDULE A – Store Locations and Addresses

<u>Banner</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Pine Ridge Oglala Tribe	107 W. Main St.	Pine Ridge	SD	57770

Additional store locations can be added by mutual written agreement between ITI and Retailer at any time.

Kiosk Services and Functionality

Kiosks will accept payment via credit cards and debit cards, and electronic checks. Kiosk will accept cash payments if authorized by the parties. Cash collection will take place via armored car service. ITI will supply the Kiosks with all consumables and supplies at ITI's expense.

Maintenance of Kiosk

ITI is responsible for the maintenance and repair of the Kiosk and its utility hookups and shall keep the Kiosk and its utility hookups in good repair. ITI will be responsible for all supply costs. ITI shall have sole responsibility for paying all costs for operating, servicing and replacing the Kiosk and any necessary related equipment. Retailer shall furnish ITI with electrical energy for the operation of the Kiosk at no charge.

Removal of Kiosk

ITI may, upon notice to Retailer and in its sole discretion, remove any Kiosk(s) from any or all Location(s).

Coordination of Service

1. Retailer' Responsibilities.
 - (i) Provide access to business and technical documentation as necessary for ITI to complete the tasks identified under the SST Contract to which this Schedule A is attached.
 - (ii) Use its best efforts to provide data and electrical outlets at the Location, if required.
 - (iii) Provide access to Retailer' staff, management, officers and operation areas as required, to complete the tasks and activities defined under the SST Contract to which this Schedule A is attached.

Construction

ITI agrees to coordinate with Retailer regarding any construction work by ITI which would affect a Location's premises or building.