

## SERVICE PROVIDER – TERMS AND CONDITIONS FOR SERVICES

### Overview of Some of the Changes:

Agero's Terms and Conditions for Services will be changing as of March 22, 2024. As a convenience, immediately below is an overview of the items Agero views as the more significant changes from the prior version (you should review the entirety of these terms and conditions prior to your acceptance):

Modifications	Agero has removed language that permitted automatic modifications to these Terms and Conditions upon posting – future changes will be provided to service providers before they become effective;
Status	Agero may access data regarding your services from the third-party software companies that act as a conduit between our companies, allowing for example Agero to share details with consumers and client on the location of your trucks that are engaged in providing services;
Conduct	Agero's "Code of Conduct" is incorporated and you are asked to ensure your workers comply with the Code (limited to those workers engaged in servicing Agero dispatches);
Subcontracting	Agero has updated language on the requirements that will need to be complied with if you are interested in subcontracting any of the services, including the requirement that you obtain prior approval;
Inspection	You are asked to have your drivers inspect the vehicle prior to tow services and to document and photograph any pre-existing damages;
Partial Fees	Agero clarified that partial fees apply beyond "gone on arrival" events, such as unsuccessful services and customer cancels; suppliers are not eligible for partial fees when the consumer or Agero cancels within 15 minutes of the dispatch, or beyond a material length of time after the expiration of the original ETA;
Photos	You are asked to submit photos related to the provision of Services, unless in a location where your driver would be at risk of injury – among other benefits, the photos will help with speeding up any audit of your invoices and any review of damages.

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### Terms and Conditions (effective for services on and after March 22, 2024):

These Terms and Conditions for Services are an integral part of your service agreement between Agero Administrative Service Corp. (together with its affiliates, "**Agero**") and your corporation, limited liability company, partnership, or sole proprietorship ("**You**" or "**Your**"). Your service agreement with Agero is referred to as the "**Dispatch Agreement**" and consists of (i) the rate agreement, and (ii) these terms and conditions (these "**Terms and Conditions**"). The Dispatch Agreement covers the commercial arrangement between You and Agero for the services provided by You for towing, roadside assistance and related services ("**Services**"). Notwithstanding the foregoing, from time to time, You and Agero may enter into additional agreements that are for specific additional services or authorities, such as the authority for You to use subcontractors in connection with Your provision of the Services.

These Terms and Conditions replace any prior terms and conditions that You may have accepted with respect to services provided on or after March 22, 2024 (the "**Effective Date**"). As used in these Terms and Conditions, "**Customer**" means an end-consumer who receives services through their arrangement with Agero or its corporate clients (such as auto insurance companies, fleet management companies, credit card companies, vehicle service contract companies, or car manufacturers), and "**Personnel**" means Your owners, officers, directors, employees, contractors, Subcontractors (defined in Section 2(c) below), representatives, and agents. The summary of changes provided above these Terms and Conditions has been provided for convenience only and such summary shall not be deemed to modify these Terms and Conditions, which shall be the controlling terms and conditions of the Dispatch Agreement.

**BY ACCEPTING DISPATCHES OR ASSIGNMENTS FROM AGERO, BY CHECKING THE BOX OR CLICKING "ACCEPT" TO THESE TERMS AND CONDITIONS, BY DOWNLOADING, OR INSTALLING OR USING ANY ASSOCIATED SOFTWARE OR APPS SUPPLIED OR MADE AVAILABLE BY AGERO FOR THE**

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**PROVISION OF SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING ARBITRATION PROVISIONS AND CLASS ACTION WAIVER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD DECLINE THE DISPATCHES OR ASSIGNMENTS, NOT ENTER INTO THESE TERMS AND CONDITIONS, AND NOT DOWNLOAD, INSTALL OR USE THE AGERO SOFTWARE OR APPS.**

**1. Authorizations. Operating in compliance with legal requirements is essential.** You represent and warrant that You will comply with all federal, state and local laws, rules and regulations (“**Laws**”), and all generally accepted industry safety guidelines, applicable to Your business, including but not limited to any licensing and qualification requirements, the Americans with Disabilities Act, and federal and state data security obligations. You are responsible for ensuring that the vehicles and Personnel used in the provision of the Services are safe and are compliant with applicable Laws. You agree to provide Agero with copies of Your permits and licenses to operate Your business upon request.

**2. Monitoring; Recordings; Texting; Automated Calls; Geolocating.** You acknowledge and agree that communications, including without limitation phone calls, emails, mobile apps, or “chat” services, with Agero, its third-party agents, its clients, or Customers, may be monitored, recorded, and retained by Agero, its clients, and their third-party agents. You hereby consent to such monitoring and recording (with such consent made on behalf of Yourself and Your Personnel). You have provided notice to Your Personnel of the monitoring and recording undertaken by Agero. If You provide Agero with mobile phone number(s) or those of Your Personnel, (i) You consent to have Agero communicate to the provided phone numbers through text messages and/or automated calls, as well using the mobile phone or geolocation data to identify Your Personnel and/or their location(s) and activities in connection with the Services, and (ii) You represent that You have received written authorization on behalf of such Personnel to provide their consent to such communication and tracking. You agree to indemnify and hold Agero harmless for any claim asserted by Your Personnel arising from Agero’s monitoring, recording, communicating, tracking, or using the resulting data in accordance with and as authorized by this Section.

You hereby authorize the third-party companies that are used by You and Agero in the transmission of dispatch offers, provision of job status, and submission of invoices, among other activities, to provide Agero with the geolocation, status, photos, and other information about the drivers and Your vehicles that are engaged or may become engaged in the provision of Services. Such third-party companies are deemed “third-party beneficiaries” for the purposes of this Section 2 and may rely on your authorization in the sharing of such data with Agero. You may rescind this authority on a going forward basis by contacting the third-party company in writing (such rescission would not affect materials previously accessed).

**3. Provision of Services; Policies and Procedures; Service Levels.** Agero requires that You comply and keep up to date with Agero’s policies and procedures (including the SP Handbook and Agero’s Code of Conduct) and meet the agreed upon service levels. Agero will make available through digital means the current version of the SP Handbook, the Code of Conduct, and the service levels that you are expected to meet, which items are subject to adjustments by Agero from time to time through the posting or the provision of such adjustments. **You agree to provide the Services in a safe, timely, courteous, workmanlike and professional manner consistent with the highest professional standards in the industry.** Without limiting the foregoing, You agree that in the provision of the Services for Agero dispatches You will comply with the following:

(a) **Acceptance of Dispatches.** For each accepted dispatch, You agree to provide a good faith estimated time of arrival (“**ETA**”) to arrive at the disablement site for the provision of the Services. You agree to use Your best efforts to comply with the ETA; if there are changes or delays in the provision of the Services, including any anticipated delay in the ETA, You agree to promptly update Agero of the revised ETA. You may not subcontract or assign to another provider a dispatch that You have accepted, except as expressly authorized in advance by Agero. If You need to cancel a dispatch, You agree to promptly notify Agero.

(b) **Subcontracting.** You agree not to subcontract the Services to third parties without the express prior written authorization from Agero. In the event You use a subcontractor to provide Services (“**Subcontractor**”), You agree to ensure that such Subcontractor fully complies with these Term and Conditions, and You agree to be fully responsible for all acts or omissions of such Subcontractors in the provision of Services on Your behalf. Without limiting the foregoing, You shall be responsible for ensuring any Subcontractor has secured the appropriate insurance coverage, has the appropriate licenses and experience to perform the services, and has evidenced that its drivers have passed recent background checks that meet the requirements to perform the services. You agree to provide evidence of such compliance to Agero.

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(c) **Changes to Tow-to Destinations, Services, or Customer Details.** You agree not to change the tow-to destination without prior authorization from Agero; in circumstances where the Customer has requested the change to the destination, You must contact Agero to obtain the prior authorization (in certain programs, the tow-to destination is restricted such as warranty coverage). You agree not to change or add services without prior authorization from Agero (such as undertaking a battery jump rather than the dispatched tow services). Without the prior authorization from Agero (which may be provided to You verbally, digitally or through our chat tools), Your submitted invoice for the changes in the tow-to destination and/or Your additional services that have not been authorized may not be paid at the reasonable discretion of Agero. You may not change the Customer's details in the platform without our prior authorization (such as changes to the tow-to destination or the Customer's phone number).

(d) **Marked and Well-Maintained Vehicles; Uniforms.** You agree to utilize vehicles that are clean, well-maintained, and clearly and conspicuously marked as a commercial vehicle of Your company; You agree to ensure that drivers servicing Customers wear apparel and/or a badge bearing the name of Your company in plain view of the Customer; and, You agree to cause Your Personnel to display a helpful, friendly attitude and arrive at the disablement location with the appropriate equipment and tools.

(e) **Background Checks.** You agree to conduct appropriate background checks on Your Personnel that have access to Agero Data (defined below) and/or who provide services to Customers. Upon request You agree to provide Agero with evidence of such compliance. You agree that background checks conducted by You will be implemented in accordance with (i) the applicable Laws of Your location (some localities impose additional requirements for background check activities), and (ii) the standards provided to You in writing or made available to You by Agero, which shall include without limitation a check of U.S. Government Specially Designated National and the export denial lists.

(f) **Damage Waivers; Pre-Service Inspection.** You agree that in Agero's reasonable discretion any damage waivers that You obtain from a Customer in connection with the Services may not be deemed effective. Damage waivers that are typically accepted relate to (i) winching vehicles from off road disablement locations, or (ii) damages that are unavoidable due to the accident scene or because it is unavoidable to otherwise move the disabled vehicle. You agree to have Your Personnel undertake a pre-service inspection of the disabled vehicle at the disablement location, using "walk-around" forms and photos as a deterrent for unfounded or exaggerated claims. When the Customer is available at the disablement location, to the extent the location is safe to do so, You should have the Customer sign to acknowledge any pre-existing damages.

(g) **Tire Change and/or Replacement.** You agree to ensure that tire services are provided in compliance with the vehicle manufacturer's recommendations and best industry standards for the spare tire. If the spare tire is not available or usable, You agree to contact Agero for the provision of towing services to the Customer.

(h) **Customers' Personal Property.** You agree to protect and maintain Customers' property when providing towing services or vehicle storage services, as well as any in-home service (such as home lockout services). You agree to assume liability for damage to product or property when performing such services and where personal property is lost or damaged due to the negligence or willful misconduct of Your Personnel.

(i) **Dealership and Destination Delivery.** When delivering a vehicle into a dealership, service center, auction lots, storage yard, or similar tow-to locations (collectively, "**Commercial Drop Off Locations**"), You must ensure that (1) the recipient location is made aware of the arrival, (2) the vehicle is left in the designated location, (3) an authorized representative of the Commercial Drop Off Location has visually inspected the vehicle, and (4) the details regarding the Customer have been left with the authorized representative (such as name and phone number). You are encouraged to have an authorized individual at the Commercial Drop Off Location acknowledge receipt of the vehicle through the dispatch mobile app, to the extent being used by You. If the Commercial Drop Off Location is closed and a night drop area is available, You are to ensure that the secured vehicle is left in the designated drop area and the keys with a copy of Your invoice are left in the night drop box.

(j) **Required Photographs of the Services.** When providing towing or transportation services, You agree to have photographs taken of the vehicle pre- and post-provision of the Services, with the photograph capturing the time, date, and location of the disablement location and the drop-off location. For events at an accident scene,

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photographs are to include the four corners of the vehicle plus additional photographs of visible damage to the vehicle. Such photographs are to be timely submitted to Agero, on a real-time basis to the extent You are using an Agero approved mobile app or service. Please note, Agero will not require photographs if Your driver would be in harm's way or is directed by police authorities to move the vehicle without first taking the required photographs. Agero encourages You to have drivers take photographs to support any additional charges, without such support the additional charges may be subject to a heightened review and denial.

(k) **Location Based Tracking.** You agree to provide Agero with real-time location based tracking of the vehicles dispatched for the provision of the Services, subject to the availability of the tracking services through wireless coverage (which may include tracking the applicable mobile phone). You agree to use commercially reasonable efforts to have Your drivers (1) activate and keep enabled the GPS tracking features of the mobile apps used in connection with the Services, and (2) provide the appropriate status updates for the stage of their efforts in connection with the Services (e.g., en route, on site, towing).

(l) **Your Personnel.** You agree to provide Agero with the requested individual details on Your Personnel that will be providing Services to Customers or accessing Agero Data, including changes to such Personnel. You agree to train such Personnel in order to comply with these terms and conditions, including an annual review of the Agero Code of Conduct.

**4. Confidentiality. Agero, its clients, and Customers require that You protect their information.** All data and information submitted by or on behalf of Agero to You or otherwise in Your possession or accessible by You pursuant to Your provision of the Services, or through use of Agero's website, app, API or other means, including all Customer identifying information such as the name, phone number, address, email, credit card details, geolocation, membership number, vehicle details, VIN, and/or other information related to any Customer who requests or receives the Services ("**Agero Data**"), are and shall remain the property of Agero and its clients. You are required to keep the Agero Data confidential and not use any such data for any purpose other than in connection with providing the Services. In addition, You agree that (a) the Dispatch Agreement, including these Terms and Conditions and the rates, as well as (b) training materials and other nonpublic materials provided by Agero to You in connection with the Services You may render, are confidential and that You will not disclose such materials to anyone except Personnel who have a need to know such information for the provision of the Services. It is expressly agreed and understood by You that anyone whose personal information is made available to You is an intended, third-party beneficiary of this Section. For Services rendered in states with privacy laws that protect an individual's personal information, You agree to comply with the terms set forth on the Privacy Laws attachment to these Terms and Conditions that are specific to activities in these privacy regulated states.

**5. Fees; Payments. Agero will pay You based on the negotiated terms.**

(a) **Fees.** Agero shall pay You for the services rendered at the rates in the negotiated rate agreement, which is a component part of the Dispatch Agreement (the "**Charges**"). All of Your obligations and services described in the Dispatch Agreement are included in the Charges and no additional compensation shall be due to You. You agree that You shall not charge the Customer additional fees for the Services unless specifically authorized by Agero, and **You hereby expressly waive any claims and/or rights that You may have against the Customer, Agero's clients, or the tow-to destination for payments due for the Services that were dispatched by Agero.** You acknowledge and agree that Your rights for any payments for Your Services in connection with the Dispatch Agreement are limited to seeking such payments directly from Agero. In certain cases, Agero may identify excessive "additional charges" and may notify You that it will restrict Your eligibility for additional charge payments.

(b) **Submission of Claims.** You acknowledge the requirement to promptly submit any invoices for Your services, and acknowledge that all invoices must be submitted to Agero within 60 days of performing the Services. You must submit your invoices to Agero in the format and media set forth in Agero's policies and procedures. Invoices must be submitted online through [app.joinswoop.com](http://app.joinswoop.com). Upon request, in the event You cannot access Internet resources, You will be permitted to mail invoices to: Agero, PO Box 9139, Medford, MA 02155. Invoices (along with any request for additional and/or advance charges) received after 60 days may be denied at the discretion of Agero. You agree to provide Agero with supporting documentation and other information as reasonably requested to verify the accuracy of any invoice (including photographs to support any additional charges, such as dollies, winch, etc.). Any payment made by Agero to You is without prejudice to either party's right to contest the accuracy of any Charges or paid amounts. If You dispute the determination by Agero

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on payments for submitted claims or the denial of a submitted claim, **You must submit your dispute in writing within 30 days from Your receipt of payment or Agero's denial of payment on the original submitted invoice.** Disputes must be submitted to the Provider Advocate Group at <https://info.agero.com/network>. You agree that Your failure to follow the procedures set forth in this section 5(b) for the submission of invoices and the dispute of Agero's payment or denial of an invoice shall result in Your waiver of any right to seek further payment for the invoice through arbitration or otherwise. In the event You have submitted a timely dispute to the amounts paid for Services, Agero shall review on a timely basis and provide You with a written response. Agero's exercise of its discretion to consider the submission of an invoice or the submission of a dispute regarding a payment determination for an invoice when You did not comply with the time standards set forth herein shall not act as a waiver of Agero's right to deny payment based upon Your failure to timely submit and/or dispute the invoice in question or any other invoice. In the event You continue to dispute the payment amount, You must initiate the dispute resolution process pursuant to Section 6 of these Terms and Conditions.

(c) **Audits.** Agero may verify, check, monitor and audit the submissions it receives from You, including but not limited to mileage, labor, tolls, ferry, storage, tax, or fuel submissions, through the use of manual or computerized technology. Such verifications or audits may result in the rejection of payment until noted requirements are met. As used in the Dispatch Agreement, the term "miles" shall mean audited miles as verified by Agero using such tools as a third-party GIS platform (such as Google Maps).

(d) **Set-off and Recoupment Rights.** Agero has the right to deduct amounts or expenses owed by You against Charges that are otherwise payable to You. Agero will provide You with notice of any set-offs or recoupments, and opportunity to contest the same within 30 days; provided however, that You must contest any such deduction, set-off, or recoupment in accordance with the dispute resolution process and further time limitations set forth in Section 6 below, failing which, you waive any right to contest, dispute, or reverse such deduction, set-off, or recoupment.

(e) **Partial Fees.** For dispatches that result in a partial fee, such as certain gone on arrival (GOA) events or unsuccessful services, You must notify the Agero dispatch center for further instructions and authorization. Partial fees **will not be paid** (i) if Agero has not been notified within fifteen (15) minutes of the missed ETA (including any authorized extensions), (ii) if the dispatch service had been canceled by Agero or the Customer within fifteen (15) minutes of the original dispatch, (iii) if the dispatch services has been canceled by Agero or the Customer after a material length of time after the original ETA has expired, or (iv) if You have canceled the service. In the event that a service cannot be completed on-scene due to additional equipment being required, an unsuccessful service attempt, or other reasonable basis, Agero may authorize a partial payment. In the event the dispatch is canceled by the Customer after an extended period, Agero may also authorize a partial payment.

(f) **Direct Payment Collected from Agero Customers.** You may be directed by Agero to directly collect payments from the Customer in certain limited cases, such as the individual's lack of a credit card to pay directly to Agero. You agree not to charge Customers amounts for the services rendered in completing the dispatched event unless expressly authorized by Agero.

**6. Dispute Resolution.** In the event of a disagreement over any payment to You, set-off or recoupment of amounts otherwise due, or the disagreement relates to matters other than payments, Agero will work with You to resolve the matter. If you wish to assert any claim against Agero, You agree to the following dispute resolution procedure: (a) with respect to disputed invoices or payments, You must first attempt to resolve the disagreement and use Agero's online ticketing and email communication process (pursuant to Section 5 above); (b) in the event disputed invoice(s) have still not been resolved or if the claim relates to a different matter, You **must** provide written notice within the following time period: (i) with respect to billing issues, 60 days of Agero's written response of the disputed invoice(s), or (ii) with respect to non-billing issues, one (1) year of the underlying event to Agero of the problem or dispute, in each case with the submitted written notice sent to the Provider Advocate Group at <https://info.agero.com/network>. Agero will use commercially reasonable efforts to contact You, through chat, email or telephone, on a timely basis to discuss resolving the matter in dispute. If the parties cannot arrive at a mutually satisfactory solution within 120 calendar days from Agero's receipt of Your written notice in clause (b) above, You may submit the dispute within eighteen (18) months from the submission of Your written notice in clause (b) above for binding arbitration before the American Arbitration Association ("AAA") in Boston, Massachusetts, and You agree that you may not file a claim in any court of law. Any Arbitration shall be conducted in accordance with the AAA's Commercial Arbitration Rules then in existence (or the nearest equivalent AAA Rules). In any Arbitration, a single arbitrator shall preside, each party shall bear its own costs and expenses, including

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its attorney's fees. The final hearing in the Arbitration will be conducted in person in Boston, Massachusetts unless all parties agree otherwise. The provisions of this Section may be enforced by any court of competent jurisdiction. Notwithstanding anything in this Section to the contrary, nothing in these Terms and Conditions shall prevent or prohibit You or Agero from obtaining temporary or preliminary injunctive relief from a court of competent jurisdiction. You agree that by providing Services hereunder, You are waiving Your right to a trial in a court of law (including small claims courts) or to participate in a class action in a court of law or through class arbitration. These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. You agree that failing to follow the procedures and/or abide by the time limitation set forth in this Section, will waive any right You otherwise might have to file an arbitration or court action. Notwithstanding anything to the contrary, claims related to invoices and/or payments must comply with the timing requirements set forth in Section 5 and any other claims must be made within 12 months from the date You had knowledge or notice of the material facts underlying and giving rise to the disputed matter; Your failure to do so shall result in Your waiver of the right to pursue any such claim in arbitration or otherwise.

**7. Claims and Damages; Indemnification; Insurance. You are required to (a) indemnify Agero against claims that occur in connection with Your provision of services and (b) maintain appropriate insurance.** In the event of a dispute between You and a Customer or third party based on damages to a Customer's or third party's vehicles or other property damage or personal injury, service disputes or related claims, You agree to promptly notify Agero, and on a good faith basis cooperate fully with Agero and/or its agents in resolving the matter. You agree that Agero and its agents shall have the right to inspect any vehicle, apparatus, location, work, and materials in connection with Agero's investigation. You agree that Agero and/or its agents, on a good faith basis, may elect to make a determination on which party was at fault, and, if that occurs, Agero shall promptly notify You of the determination. To the extent You are determined at fault, and You fail to resolve the dispute with the Customer or other third party, Agero is authorized to pay such Customer or third party on Your behalf, and Agero may subrogate the claim to Your insurance carrier or deduct such amount from amounts otherwise due to You. If You dispute the propriety of Agero's deduction pursuant to this Section, You agree to follow and be bound by the dispute resolution process and timing requirements set forth in Section 5 above.

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Agero, its affiliates, their successors and assigns and their officers, directors, employees, subcontractors, consultants, clients, representatives and agents (collectively, the "**Indemnified Parties**"), from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, demands and expenses, including reasonable legal fees and expenses, of any kind or nature ("**Losses**") relating to or arising out of any claim or allegation related to Your acts or omissions or those of Your Personnel in connection with the Services, or from Your breach of the terms of the Dispatch Agreement, including but not limited to these Terms and Conditions. You also agree to indemnify, defend and hold harmless the Indemnified Parties from any Losses arising from the assertion of claims by third parties to whom you have assigned a right to payment from Agero, its affiliates, or their respective successors or assigns. Without limitation of the generality of the foregoing, you further agree to indemnify, defend and hold harmless Indemnified Parties from and against any and all Losses relating to or arising out of any claim or allegation related to Your failure to comply with Laws including without limitation those related to data privacy, information security, employment, or taxes. Your indemnification obligations shall survive the termination of this Agreement and will not be limited by any insurance policy or policies obtained or required to be maintained.

You agree to maintain insurance coverage in the coverage type and minimum amounts, and in accordance with the requirements, as set forth on the attachment to these Terms and Conditions. Prior to performing Services and prior to the renewal term of Your insurance coverage, You shall furnish to Agero a certificate showing Your compliance with the insurance requirements, as well as such other evidence of coverage requested by Agero (such as the contact information to Your insurance broker, a copy of the relevant endorsements, and a copy of the insurance policy). You agree to furnish requested evidence of Your compliance with the insurance requirements upon Agero's request. Your furnishing of certificates of insurance or purchase of insurance shall not release or limit Your obligations or liabilities under the Dispatch Agreement.

**8. Independent Contractors; Licensing of Software; Limitation on Liability. The parties are separate entities, and are not creating a principal/agency relationship.** The parties intend to create an independent contractor relationship and nothing contained in the Dispatch Agreement, or in the provision of Services, shall be construed to make either You or Agero partners, joint venturers, principals, agents or employees of the other. Neither party shall have any right, power or authority, express or implied, to bind the other.

The parties agree that no obligation exists on Your part to accept dispatch requests from Agero, and unless otherwise expressly agreed to in writing, and signed by a senior employee of Agero, no guarantee exists on the part of Agero to

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submit a minimum number of offers for dispatched events to You. The Dispatch Agreement creates an at-will arrangement between the parties and either side may terminate such contract at any time without penalty. In the event of such termination, You agree to continue to be subject to the terms set forth herein with respect to any matter or activity occurring prior to such termination. Without limiting the generality of the foregoing, You agree that You will continue to comply with the affirmative obligations set forth in Sections 4 through 10. You acknowledge that any forecasts provided by Agero regarding the number of offers for dispatched services are good faith projections and may not be offered for any number of reasons or no reason. Any capital investments, business expenses, workforce additions, or expenditures of any kind or nature that You have made in anticipation of any volume to be generated will be made solely at Your risk and in no event and under no circumstances will Agero be liable for any expenditures by You or on Your behalf.

Your use of Agero's online system as well Your use of the Swoop mobile app for the roadside and towing program will be subject to the terms of use set forth therein, and are provided through a limited, non-exclusive, non-transferable, revocable license for Your internal use only during the term of the provision of Services to Agero.

BY AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, AGERO WILL NOT BE LIABLE TO YOU FOR (AND YOU EXPRESSLY AND IRREVOCABLY WAIVE ALL CLAIMS FOR) ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE DISPATCH AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR ATTORNEYS' FEES; LOSS OF BUSINESS, CUSTOMERS, REVENUE, PROFITS, OR GOODWILL; INCURRENCE OF INTEREST OR ITS FUNCTIONAL EQUIVALENT; AND DAMAGES ARISING FROM OR RELATED TO THIRD-PARTY CLAIMS, WHETHER FOR CONTRIBUTION, INDEMNITY, OR OTHERWISE)), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, BY STATUTE, IN EQUITY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF AGERO HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

**9. Waiver; Governing Law.** No term or condition of the Dispatch Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach. The Dispatch Agreement, including these Terms and Conditions, shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. Likewise, no failure to enforce any right under the Dispatch Agreement, including these Terms and Conditions, shall act as a waiver of such party's right to enforce the same or similar right thereafter.

**10. Conflicting Terms; Severability.** The Dispatch Agreement, including these Terms and Conditions, set forth the complete agreement of the parties with respect to the Services. In the event of a conflict between these Terms and Conditions and other terms set forth in the Dispatch Agreement, the terms herein shall prevail. These Terms and Conditions shall take precedence over any inconsistent, conflicting, or additional terms or conditions contained in other component parts of the Dispatch Agreement. Agero hereby notifies You that it does not agree to other terms or conditions that You may supply, whether in conflict with, inconsistent with, or in addition to these Terms and Conditions. If any term or provision herein shall be contrary to law or shall be adjudged by any court or government agency of competent jurisdiction to be invalid, void or unenforceable, such term or provision shall be deemed deleted and the remaining provisions and any application thereof shall continue in full force and effect.

**11. Anti-Corruption; Anti-Slavery.** You agree that You will not offer or provide any illegal or improper bribe, kickback, payment, gift, or thing of value (an "**Improper Gift**") to an Agero employee or agent in connection with the Dispatch Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. You also agree that You will not do anything which does or may place You or Agero in breach of any anti-slavery and human trafficking laws or regulations that apply to either party. If You learn of any violation of the above restrictions, or of a request by an Agero employee or agent to receive an Improper Gift, You agree to promptly to send notice to the Legal Department, Agero, Inc., 400 River's Edge Drive, Medford, MA 02155.

**12. Change in Your Ownership, Location.** You agree to promptly notify Agero of any changes to Your ownership, legal entity, location, or management. The Dispatch Agreement shall not be assignable by You without the prior written consent of Agero.

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### **INSURANCE REQUIREMENTS**

**General.** With respect to Your performance under the Dispatch Agreement, and in addition to Your obligation to indemnify, You shall at Your sole expense comply with these insurance requirements (these “**Insurance Requirements**”):

- a. Continuously maintain the insurance coverages and limits required by these Insurance Requirements, and any additional insurance required by law, at all times and until completion of all work or services associated with the Dispatch Agreement;
- b. To the extent You are permitted to use Subcontractors, You must ensure that each Subcontractor who may perform work or Services under the Dispatch Agreement, maintains coverages, requirements, and limits at least as broad as those listed in these Insurance Requirements (including without limitation requiring that You and Agero Administrative Service Corp. be included as additional insureds), and in addition to coverages unique to such Subcontractors’ services, from the time the Subcontractor begins work or Services, throughout the term of the Subcontractor’s work or Services; You must provide Agero with evidence of such policies prior to the use of any such Subcontractor;
- c. Procure the required insurance from an insurance company eligible to do business in the state or states where work or Services will be performed and having and maintaining a Financial Strength Rating of “A-, VIII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies;
- d. Deliver to Agero certificates of insurance stating the types of insurance and policy limits and showing You as a Named Insured, waiver of subrogation in favor of Agero and **additional insured status for Agero**. You agree to provide or have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in limits to Agero, and require Your subcontractors or their issuing insurance company provide You at least 30 days advance notice of cancellation. Any notice of cancellation, non-renewal, or reduction in limits received by You from Your insurance company or Your Subcontractor’s insurance company shall be promptly provided to Agero.

You are required to deliver such certificates:

- i. Prior to commencement of any work or Services;
  - ii. Prior to expiration of any insurance policy required in these Insurance Requirements; and
  - iii. With the following listed as **additional insured**: Agero Administrative Service Corp. and its affiliates.
- e. You agree:
- i. The failure of Agero to demand such certificate of insurance or failure of Agero to identify a deficiency will not be construed as a waiver of Your obligation to maintain the insurance required under the Dispatch Agreement;
  - ii. That the insurance required under the Dispatch Agreement does not represent that coverage and limits will necessarily be adequate to protect You, nor be deemed as a limitation on Your liability to Agero in the Dispatch Agreement; and
  - iii. You are responsible for any deductible or self-insured retention and will waive rights of recovery in favor of Agero, its directors, officers, employees, agents, and affiliates.

**Insurance Amounts.** The insurance coverage required by these Insurance Requirements:

- a. **Workers’ Compensation** insurance with benefits afforded under the laws of any state in which the work or Service is to be performed. To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of Agero and its directors, officers, employees, agents and affiliates. You shall also maintain Employers Liability insurance with limits not less than \$500,000 each accident or disease and policy limit. If You have operations in a monopolistic fund state, Your workers compensation or Your general liability policy must include a Stop Gap endorsement that provides employers liability coverage for



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work-related injuries arising out of exposures in the monopolistic fund states. Proprietor/Partners/Executive Officers are to be covered regardless of the existence of any statutory exemption.

- b. **Commercial General Liability** insurance (“GL”) written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed under a business contract) with limits of at least:  
  
\$1,000,000 General Aggregate limit  
\$1,000,000 each occurrence limit for bodily injury or property damage incurred in any one (1) occurrence
- c. **Business Automobile Liability** insurance (“Auto”) with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- d. **Property** insurance (“Property”) for property of others in the care, custody, and/or control of You or Your Subcontractors. This would include “on hook” coverage (to the extent any towing services are provided), cargo coverage, and garage-keepers comprehensive and collision coverage on a direct primary basis with limits not less than \$150,000 per accident.
- e. If You or Your Subcontractors have in force any insurance with coverages broader and/or limits higher than the required coverages and minimum amounts specified above, such broader coverages and higher limits shall apply as though stated and required in this Agreement.
- f. The **GL, Auto and Property** insurance policies must:
  1. Include Agero Administrative Service Corp. and its affiliates as **additional insureds** for both ongoing and completed operations. The additional insured endorsement may either be specific to Agero Administrative Service Corp. or may be “blanket” or “automatic” addressing any person or entity as required by contract;
  2. Include a waiver of subrogation in favor of Agero and its directors, officers, employees, agents, and affiliates; and
  3. Be primary and noncontributory with respect to any insurance or self-insurance that is maintained by Agero.

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### **ATTACHMENT – PRIVACY LAWS**

If You are providing Services in a state that has enacted privacy laws, such as the California Consumer Privacy Act of 2018, (as amended by the California Privacy Rights Act of 2020), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Privacy Act, the Virginia Consumer Data Protection Act, and other privacy laws that take effect during the term of the Dispatch Agreement (“**Privacy Laws**”) shall apply. Capitalized terms used and not defined in this attachment shall follow the definitions set forth in the applicable Privacy Laws. You hereby agree to the following:

1. You will comply with the Privacy Laws and all regulations and judicial opinions issued related thereto, and shall continue to comply with such obligations for as long as You maintain a business relationship with Agero, or access or retain any Agero Data relating to residents of states that have enacted Privacy Laws.
2. With regard to Personal Information that You access, receive or processes in connection with the Services You shall not (a) sell or share such Personal Information; (b) retain, use, or disclose such Personal Information for any purpose other than the specific purpose of performing the Services; or (c) retain, use, or disclose such Personal Information outside of the direct business relationship between You and Agero.

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3. You shall comply with all requests from Agero to access, delete and/or modify Personal Information within five (5) business days of receipt of Agero's written request. You shall provide reasonable assistance to Agero to facilitate its compliance with the Privacy Laws and all other applicable Laws related to a person's privacy or data security, specifically limited to the data obtained during the Services You have rendered.
4. For activities related to the Services, You agree to promptly forward any customer requests to access, modify or delete Personal Information to Agero for its review prior to taking any action, and shall inform the individual to submit the request directly to Agero through its designated website URL: [www.agero.com/privacy](http://www.agero.com/privacy).
5. You shall inform Your Personnel of their compliance obligations under Privacy Laws and shall cause Your Personnel to comply with the Privacy Laws, and Your obligations hereunder.
6. Your failure to comply with any of the foregoing shall be deemed a breach of the Dispatch Agreement between You and Agero. Your obligations under this attachment that by their nature or pursuant to applicable law are intended to survive, shall survive the termination or expiration of the Dispatch Agreement.