



## TERMS AND CONDITIONS – TOWING AND ROADSIDE DISPATCH PROGRAM

Effective February 15, 2020

The below Terms and Conditions are effective as of February 15, 2020. Here is an overview of the items that have changed.

On and after the effective date, by continuing to provide services to Agero, you will be agreeing to the following additional provisions:

- Compliance** At our request, you are to provide evidence of your permits and licenses to conduct your services in compliance with local, state, and federal laws;
- Service** Use your best efforts to meet the ETA that you have provided us in the dispatch process as well as provide us prompt notice if there is likely to be delays in arriving at the disablement site; Not change the tow-to destination or modify the dispatched services without our prior authorization;
- Confidential** If your services are located in California, comply with the new California Consumer Privacy Act (a summary of compliance terms is attached to the New T&Cs);
- Invoices** Submit your invoices within 60 days (the submission period has been 120 days, but our clients are demanding that we speed up the submission of invoices); Raise any disputes over payments within 30 days after we've notified of you of the payment;
- Insurance** Increase your insurance coverage (the required insurance coverage is detailed in the New T&Cs); and
- Ethics** Comply with our ethics policies in your engagement with Agero.

These Terms and Conditions are a part of your service agreement between Agero Administrative Service Corp., or its affiliates which include SwoopMe, Inc. and Cross Country Motor Club, Inc. (collectively, "**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 the rate card, the application documents, and 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 and/or roadside assistance services ("**Services**").

These Terms and Conditions replace any prior terms and conditions that You may have accepted with respect to services provided on or after February 1, 2020 (the "**Effective Date**"). As used in these Terms and Conditions, "**Customer**" means an end-consumer who receives towing, roadside services, and/or related services through their arrangement with Agero or its corporate clients (such as auto insurance 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.

**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 BY AGERO FOR THE 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 DO NOT DOWNLOAD, INSTALL OR USE THE AGERO SOFTWARE OR APPS.**

Agero reserves the right to modify these Terms and Conditions at any time, effective upon posting of an updated version of the Terms and Conditions on the Agero Portal (defined in Section 2 below) or through written communications. You are responsible for regularly reviewing the Agero Portal for such updates. Continued acceptance of dispatches or assignments, use of the software or apps, or the continued provision of Your Services, after any such changes shall constitute Your consent

to such changes.

**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 data security obligations.

You agree to provide Agero with copies of necessary permits and licenses upon request. You acknowledge and agree that communications, including without limitation phone calls or “chat” services, with Agero, its third-party agents, its clients, or Customers, may be monitored or recorded and may be retained by Agero, its clients, and their third-party agents, and 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 represent that You are authorized on behalf of such Personnel to provide their consent, and (ii) 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 location data to identify Your Personnel and/or their location(s) and activities in connection with the Services.

**2. Provision of Services; Policies and Procedures; Service Levels.** Agero requires that You comply and keep up to date with Agero’s policies and procedures and meet the agreed upon service levels. You will provide the Services in a safe, timely, courteous, workmanlike and professional manner consistent with the highest professional standards in the industry. You agree to meet the service level requirements, as provided to You in writing or made available to You at the online portal made available by Agero or its affiliates (the “**Agero Portal**”). 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.** If you accept the offered dispatch, You agree to provide an 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.

(b) **Changes to Tow-to Destinations; Changes to Services.** You agree (i) not to change the tow-to destination without prior authorization from Agero; in circumstances where the consumer 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); and (ii) 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 from a supervisor at one of Agero’s call centers or through a digital process such as text messages), 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. In certain cases, Agero may identify excessive “add charges” and may notify You that it will restrict Your ability to receive verbal or digital authorizations.

(c) **Subcontracting.** You agree not to subcontract the Services to third parties without the prior 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.

(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 on the Agero Portal, 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 consumer 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, (ii) trunk lockouts that require drilling, or (iii) damages that are unavoidable due to the accident scene or because it is unavoidable to move a vehicle without damage. You are strongly encouraged to undertake a pre-service inspection of the disabled vehicle, 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 Replacement.** You agree to ensure that tire services are provided in compliance with the vehicle manufacturer's recommendations 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 in the provision of Services.

(i) **Dealership and Destination Delivery.** When delivering a vehicle into a dealership or service center, You are to ensure that the recipient is made aware of the arrival, that the vehicle is left in the designated location, that an authorized representative of the dealership or service center has visually inspected the vehicle, and that the details of the consumer have been left with the authorized representative. If the dealership or service center 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.

**3. 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, including all personal 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 California, You agree to comply with the terms set forth on the attachment to these Terms and Conditions that are specific to California activities.

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

(a) **Fees.** Agero shall pay You for the services rendered the charges at the rates in the negotiated Dispatch Agreement (the "**Charges**"), as set forth in the rate card. 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 may 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 and Agero's clients for payments due for the Services that have been 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 from Agero.

(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 no later than 60 days of performing the Services. You must submit invoices to Agero with the pricing detail and in the format and on the media in accordance with Agero's policies and procedures. Invoices 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. Requests for additional payments and payment disputes must be submitted in writing within 30 days from Your receipt of payment on the original submitted invoice (in the event that Agero has notified You that it will partially pay the invoice while it continues its audit, the 30 day period will not start until Agero completes its audit). 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, provided that You must submit any claims related to disputed amounts paid within 30 days from Your receipt of payment on the original or any subsequent request, or notice to You of nonpayment for the submitted amounts. Invoices may be submitted online (preferred) through [www.AgeroSupport.com](http://www.AgeroSupport.com). If you do not have access to the Internet, you may mail invoices to: Agero, PO Box 9139, Medford, MA 02155.

(c) **Audits.** From time to time, 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 reduced payments to You based on, among other items, fewer allowed miles, minutes, incorrect rates or contested services. 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.

(d) **Set-off Rights.** Agero reserves 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 and opportunity to contest; provided however, that You must contest any deduction or set-off in accordance with the dispute resolution process and time limitations set forth in Section 5 below.

(e) **Gone on Arrival (GOAs).** For dispatches that results in a GOA, You must notify the Agero dispatch center for further instructions and authorization. GOA fees **will not be paid** (i) if Agero has not been notified within fifteen (15) minutes of the ETA (including any authorized extensions), (ii) if the dispatch service had been cancelled within ten (10) minutes of the original dispatch, or (iii) if You have cancelled 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 GOA payment. Agero reserves the right to deny payment of excessive GOAs.

(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.

**5. Dispute Resolution. In the event of a disagreement over any payment to You, set-off of amounts otherwise due, or otherwise, Agero will work with You to resolve the matter.** If you wish to assert any claim against Agero (including one for arbitration), You agree to the following dispute resolution procedure: (a) with respect to disputed invoices or payments, You must first attempt to resolve the disagreement pursuant to the terms of Section 4 and use of the online ticketing and email communication process through the Agero Portal, (b) in the event the disputed invoice(s) have not been resolved or if the claim relates to a different matter, You **must** provide written notice to Agero of the problem or dispute to [www.AgeroTicket.com](http://www.AgeroTicket.com); in which case, Agero will use commercially reasonable efforts to contact You, through the Agero Portal, email or telephone, on a timely basis to discuss resolving the matter in dispute; (c) 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 agree to submit the dispute 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 its attorney's fees. 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.

**6. 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**") arising out of or on account of, or resulting from, 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. 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 arising out of or on account of, or resulting from, 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. If Agero has not received an updated certificate of insurance prior to the date of expiration of Your insurance policy or if Agero becomes aware that a change in Your insurance coverage has occurred and it has not yet received a revised certificate, You may not be permitted to continue to provide Services until appropriate evidence of insurance is provided.

**7. 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 guaranty exists on the part of Agero to 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, Sections 3, 4, 5, 6, 7, 8, and 9 hereof shall survive such termination. 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, work force 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 the Agero Portal as well as the Agero 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.

IN NO EVENT WILL AGERO BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE DISPATCH AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, ETC.), HOWEVER THEY

ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY 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.

**8. 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. 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.

**9. 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.

**10. Anti-Corruption.** You agree that You will not offer or provide any illegal or improper bribe, kickback, payment, gift, or thing of value 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. If You learn of any violation of the above restriction, or of a request by an Agero employee or agent to receive any of the above restricted items, You agree to use reasonable efforts to promptly notify Agero's Legal Department, Agero, Inc., 400 River's Edge Drive, Medford, MA 02155.

**11. 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. A change of ownership shall immediately terminate the Dispatch Agreement; the new owner may reapply to become a network participant.

## 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. 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, 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 through the Agero Portal, 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 the **Additional Insured**: Agero Administrative Service Corp. and its affiliates, 400 River’s Edge Drive, Medford, MA, 02155
- 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 work-related injuries arising out of exposures in the monopolistic fund states.
- b. **Commercial General Liability** insurance 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

The **Commercial General Liability** insurance policy 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 non-contributory with respect to any insurance or self-insurance that is maintained by Agero.
- c. **Business Automobile Liability** insurance 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 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.



## **ATTACHMENT – DATA SECURITY FOR CALIFORNIA ACTIVITIES**

If You are providing Services in California, effective January 1, 2020 the California Consumer Privacy Act of 2018 (*see* Cal. Civ. Code § 1798.100, *et seq.*) (“CCPA”) shall apply and You represent and warrant that Your activities are in compliance with the CCPA, including with the terms of this attachment. Capitalized terms used and not defined in this attachment are defined shall follow the definitions set forth in the CCPA. You hereby agree to the following:

1. You will comply with the CCPA 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 accesses or retain any Agero Data relating to California residents.
2. With regard to Personal Information that You access, receive or processes in connection with the Services You shall not (a) sell 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.
3. You agree to 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 CCPA and all other applicable Laws related to consumer 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 Californian consumer requests to access, modify or delete Personal Information to Agero for its review prior to taking any action, and shall inform the consumer 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 CCPA compliance obligations and shall cause Your Personnel to comply with the CCPA, 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.