

**Urgently, Inc.**  
**Service Provider Vendor Services Terms & Conditions**  
Last Updated May 3, 2019

The terms and conditions stated herein (collectively, this "Agreement") constitute a legal agreement between you ("Vendor") and Urgent.ly, Inc. ("Urgently, Inc."). By clicking to agree, using Urgently, Inc.'s network, by downloading, installing, or using any associated software or apps supplied by Urgently, Inc., and/or by providing any services to our end users ("Customers"), Vendor hereby expressly acknowledges and agrees to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time on the Urgently, Inc. website or via any other Urgently service.

Urgently, Inc. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Urgently Services, at any time, effective upon posting of an updated version of this Agreement from time to time on the Urgently, Inc. website or via any other Urgently Services. Vendor is responsible for regularly reviewing this Agreement for such updates. Continued use of our network or any other Urgently, Inc. Services, or continued provision of your services to our Customers, after any such changes shall constitute your consent to such changes. You represent and warrant that (a) you have the power and authority to bind Vendor to this Agreement; (b) by clicking to agree, this Agreement shall constitute a valid and binding contractual obligation on Vendor; and (c) any and all information supplied in the Vendor Application is true and accurate.

Vendor hereby agrees to provide certain towing and other mutually agreed roadside services or other services (collectively, the "Services") described on Exhibit A ("Rate Schedule") attached hereto for the benefit of Urgently Inc.'s Customers, subject to the terms of this Agreement.

1. Operating in compliance with legal requirements is mandatory. Vendor represents and warrants that: (a) Vendor, during the provision of Services will remain properly licensed and qualified in all applicable jurisdictions to offer its services; and (b) Vendor will comply with all applicable federal, state, and local laws and regulations, including the Americans with Disabilities Act (and for businesses in California, the Unruh Act and the Disabled Persons Act). Vendor agrees to provide copies of necessary permits and licenses, as well as certificates of insurance, upon request. Vendor acknowledges and agrees that all communications, including phone calls or "chat" services, with Urgently, Inc. or its third-party agents may be monitored or recorded and retained by Urgently, Inc. If Vendor contacts Urgently, Inc. through the use of a mobile phone, Vendor consents to Urgently, Inc.'s use of cell phone data to establish Vendor's location.
2. Vendor shall perform all Services in a professional, workmanlike manner consistent with the highest professional standards in the industry. Vendor shall ensure that the individuals providing any Services, whether Vendor employees, agents or contractors (collectively "Vendor Party") shall be bonded and fully and adequately trained and qualified for all necessary and reasonably expected duties, can speak read and write English, have integrity, and be careful, courteous, punctual, respectful, attentive, and trustworthy, be physically able to do their assigned work and shall be free from communicable diseases. Vendor shall supply all necessary equipment and shall ensure the continued and maintained testing and safe working order of all such equipment. No Vendor Party shall be deemed an employee of Urgently, Inc., and Vendor shall be responsible for all hiring, supervising, dispatching, monitoring and training of, and providing all compensation and benefits to, all Vendor Parties.
3. To provide the highest-quality Customer experience, Urgent.ly, Inc. continuously monitors the performance of its Vendors. Vendors will be evaluated using, among other things, the following

key performance indicators (“KPIs”): (a) Use of Urgently, Inc. technology, including the Urgently Provider Application (“Provider App”) and/or other integrated technology platforms; (b) Acceptance ratio; (c) Complaint ratio (ratio of complaints vs. jobs accepted); (d) Customer Service Survey results; (e) Average ETA; (f) Gone on Arrival (“GOA”) percentage; and (g) Frequency of, and Average Claims Cost. Vendor’s job volume and Preferential Provider status will be based on a proprietary algorithm using various factors, including the forgoing KPIs.

4. When providing Services to a Customer, and at no cost to Urgently, Inc., Vendor and each Vendor Party shall, at all times, wear a uniform which prominently displays the Vendor Party’s name badge. Additionally, the signage on the Vendor’s dispatch vehicle must clearly identify the Vendor’s name and contact information. Vendor shall be responsible for communicating clearly to Customers (whether in any invoices or contracts with Customers or otherwise) that Vendor, (and not Urgently, Inc.) is responsible for providing the Services, and neither Vendor nor any Vendor Party shall state or imply otherwise.
5. Upon receipt of a dispatch request, Vendor shall promptly indicate acceptance or rejection of the request and provide an estimated arrival time. An Urgently, Inc. dispatcher will provide Vendor the information necessary to respond to each call. Following acceptance of a request, Vendor’s representative shall promptly contact the Customer to notify such Customer that Vendor is on the way to the Customer’s location. Services will be promptly delivered within the quoted time windows. Vendor shall not change the tow destination or the requested service without prior authorization from Urgently, Inc.
6. Vendor represents and warrants that: (a) entering into and fully performing its obligations under this Agreement does not and will not violate any agreement or obligation existing between Vendor and any third party; (b) Vendor has obtained (and will at all times retain) all necessary releases, consents, rights, licenses, representations, warranties and assignments necessary for performance of the Services as set forth herein; (c) any Services (including any related equipment or parts) will be provided free and clear of any and all third-party liens, assignments, security interests or encumbrances of any kind; (d) the Services will be performed in a timely, competent, professional, and workmanlike manner, in accordance with the highest industry standards, by duly qualified and experienced personnel possessing all relevant certifications, licenses and permits, and with all necessary and appropriate training and experience; (e) Vendor will comply with all applicable laws, rules and regulations in performance of its obligations hereunder; (f) the Services, and any other content, equipment, or materials delivered or made available by or on behalf of Vendor, do not and will not infringe or misappropriate any intellectual property rights, trademark, or any other third party right; (g) all communications or correspondence between Vendor (and any Vendor Party) on the one hand, and any Customer(s) on the other, shall be appropriate and not be offensive, derogatory or harmful; and (h) Vendor shall ensure that Vendor and all Vendor Parties shall at all times act in a professional and appropriate manner, and must not commit any act or make any statement which a reasonable person would consider inappropriate or offensive, or which could otherwise damage the name, image or reputation of Urgently, Inc. or bring them into public disrepute, contempt, scandal or ridicule.
7. Vendor represents and warrants that, to the extent permitted by law, Vendor performs Background Checks, National Sexual Offender Registry Search, Drug Screens, and Identification Credentials verification (as defined below) on each of its Vendor Parties at least annually and that no Vendor Party has a Disqualifying Conviction, has presented a positive Drug Screen, or has failed verification of their Identification Credentials nor has any material negative issues on their driving history. Vendor shall further ensure that no Vendor Party shall provide any Services when

impaired in any way, including when under the influence of any drugs or alcohol. For purposes of this section, the following definitions apply:

A. Background Checks means, at a minimum, (i) a federal and state check for felony and misdemeanor criminal convictions (or the equivalent thereof under relevant non-US law) in all locations where the assigned employee, contractor or agent has resided in the immediately preceding seven (7) years, including a check of the National and Federal Criminal File Database and, to the extent available, a check for outstanding warrants and pending felony charges in all such locations and statewide county searches in all states where such search mechanism is available without requiring specialized data (such as fingerprints or DNA); and (ii) a check of U.S. Government Specially Designated National and export denial lists; (iii) a Department of Motor Vehicles Driving History Report; and a National Sexual Offender Registry Search.

B. Drug Screen means testing for the use of illicit drugs including, but not limited to, opiates, cocaine, cannabinoids, amphetamines, and phencyclidine (PCP) and a minimum 5-panel drug screen.

C. Identification Credentials means, for employees, contractors and agents located in the United States of America and its territories, Social Security number, proof of citizenship and legal right to work in the jurisdiction in which the Services will be performed. For employees, contractors and agents located outside of the United States of America and its tributaries, Identification Credentials shall mean all necessary and required proof of identification to be permitted by the governing authority to work in such jurisdiction.

D. Disqualifying Conviction means (i) any felony or misdemeanor conviction with a disposition date of seven (7) years or less, or (ii) any felony or misdemeanor conviction, regardless of date of disposition, that involves a violent crime, nonconsensual sexual crime, crime against children, theft or computer crimes, embezzlement, fraud or financial crimes, drug distribution, crimes involving unlawful possession or use of a dangerous weapon or dishonesty, or driving while intoxicated; or (iii) whether or not caught or convicted by any authorities, if Vendor knows or should have known that such person has ever driven under the influence of drugs or alcohol, or worked on the job under the influence of drugs or alcohol. Disqualifying Conviction shall not include (a) a misdemeanor marijuana offense over two years old in the State of California, (b) any case in Georgia where the defendant is currently completing a sentence under OCGA 42-8-60 or has successfully completed sentencing under OCGA 42-8-60, or (c) any misdemeanor traffic violations.

E) Vendor will be responsible for payment of all fees required to be paid for conducting any check required under this Section.

F) Vendor shall provide Urgently Inc. with written confirmation that each Vendor Party whom you submit to us to provide Services has passed a third-party background check that meets the above requirements. Vendor further agrees to provide Urgently Inc. a copy of an individual's third-party background check report upon request.

8. Vendor shall not use contractors to provide Services to Customers without the prior express written consent of Urgently, Inc. In the event that Vendor utilizes a contractor to provide Services to Customers, Vendor shall flow down Vendor's requirements under this Agreement to such contractor and Vendor shall remain fully liable for the acts or omissions of such contractors.
9. Vendor agrees to defend and to indemnify and hold harmless Urgently, Inc. (together with its' respective employees, officers, directors, agents, owners, parent, subsidiaries, affiliates and successors and assigns) and any Customers, against all liability, cost, damages and expenses of any nature, causes of action, claims or judgments (including reasonable costs and fees of litigation) arising out of (i) bodily injury or death to persons, and/or loss of, or damage to, property in any way connected with, directly or indirectly, the performance of Services hereunder (or the failure to provide the required Services) by the Vendor, or any Vendor Parties; (ii) any breach of this Agreement including any obligation, representation or warranty herein; (iii) any negligent, reckless, malicious, or other tortious conduct by Vendor or any Vendor Party in connection with the Services or this Agreement; (iv) failure to comply with all applicable laws by Vendor or any Vendor Party, including without limitation, theft, false arrest or unlawful detainment, battery and/or assault by any Vendor Party; (v) any equipment which was or should have been furnished by or on behalf of Vendor or any Vendor Party; and/or (vi) any Vendor Content (as defined in Section 19 below), including without limitation if the Vendor Content infringes or is alleged to infringe any third party rights or if any Vendor Content is false, misleading or defamatory (collectively, clauses (i) through (vi), the "Vendor Responsibilities"). Urgently, Inc. is not responsible for any Vendor Responsibilities or any other damages, losses or injuries incurred by Customers resulting from the performance of Services or from violation of any provision of this Agreement or of applicable law by the Vendor or any Vendor Parties.
10. Vendor will immediately notify and provide Urgently, Inc. with information and assistance reasonably necessary to investigate, defend, or prosecute any complaints, claims, suits, charges, or similar allegations reported to, brought by or against Urgently, Inc. relating to Vendor's Services. Vendor acknowledges that Urgently, Inc. may disclose to third parties such information as may be necessary to investigate, defend or prosecute any complaints, claims, suits, charges or similar allegations reported to, brought by or against Urgently, Inc. related to Vendor's Services. This provision shall survive termination of this Services Agreement.
11. Vendor will carry and maintain in full force and effect insurance coverage that is acceptable to Urgently, Inc., and is reasonable and customary for comparably situated companies for the business being conducted and properties owned or leased by the Vendor, and the Vendor reasonably believes such insurance coverage to be adequate against all liabilities, claims and risks against which it is reasonable and customary for comparably situated companies to insure. Such insurance shall be placed with insurers who possess a current A.M. Best's rating of no less than A:VII. Vendor agrees to add Urgently, Inc. as an additional insured on its general and automobile liability insurance policies. In the event Vendor uses contractors to perform the Services, Vendor agrees to require such contractor to add Urgently, Inc. as an additional insured on its general and automobile liability insurance policies. Upon execution of this Agreement, Vendor shall furnish Urgently, Inc. with original certificates and amendatory endorsements effecting coverage as required above. Vendor agrees to require its insurer to provide Urgently, Inc. thirty (30) days prior written notice in the event that any of Vendor's insurance policies are to expire or be cancelled and a certificate of policy renewal at the expiration of each policy renewal period. If Urgently, Inc. does not receive an updated certificate prior to the date of expiration of the policy or becomes aware that a change in insurance coverage has occurred and Urgently, Inc. has not received a revised certificate Vendor will not be permitted to provide Services to Customers until the appropriate insurance certificates are received by Urgently, Inc.

12. Vendor shall perform pre- and post-inspections of Customer's vehicle to document its condition for protection from potential damage claims. Vendor may use photographs, vehicle inspection forms, and/or the Urgently Provider Application embedded walkaround video feature to capture potentially relevant information that may assist with the proper determination of liability should a damage allegation arise with respect to the dispatch performed. Any pre-existing markings or damage should be immediately identified to the Customer and Urgently prior to Vendor servicing the vehicle. Failure to properly document the vehicle's condition, including but not limited to the existence of any pre-existing damage, may be considered prima-facie evidence of Vendor liability. In the event of a dispute between Vendor and a Customer or third party based on damages to Customer's or third party's vehicles or other bodily injury, property damage or personal injury, service disputes, theft, or related claims, Vendor agrees to promptly notify Urgently, Inc., and on a good faith basis cooperate with Urgently, Inc. or its agents in resolving the matter. Urgently, Inc., or its agents, on a good faith basis, may elect to make a determination on which party was at fault. Urgently, Inc. shall promptly notify Vendor of the determination. To the extent Vendor is determined to be at fault, and Vendor fails to resolve the dispute with the Customer or other third party, Urgently, Inc. is authorized to pay such party on Vendor's behalf, and Urgently, Inc. may subrogate the claim to Vendor's insurance carrier or deduct such amount from amounts otherwise due to Vendor.

Vendor further agrees that during the provision of towing or other roadside assistance for Urgently, Inc. (a) Vendor will not enforce damage waivers that Vendor may have with a Customer in connection with the Services, except Vendor may do so with respect to (i) winching vehicles off road, (ii) trunk lockouts that require drilling, or (iii) damage that is unavoidable due to the accident scene or it is unavoidable to move vehicle without damage.

13. Urgently shall pay to Vendor the charges at the rates and on the basis set forth in the Rate Schedule as incorporated herein by reference as it may be amended from time to time. Such changes to the Rate Schedule shall be deemed amendments to this Agreement upon their effective date. Urgently, Inc. is not liable for any Services provided which are not expressly indicated in this Agreement. Vendor agrees that it will not charge Urgently, Inc. or Customers any fee in excess of the Rate Schedule or any amendments thereto, and that Urgently, Inc. may chargeback to Vendor and deduct from any monies due Vendor, any fee or charge in excess of the Rate Schedule. By way of example only, and without limiting the generality of the foregoing, automobile parts, storage fees, oil, and any related automotive products and labor performed at a service facility are not covered by Urgently, Inc.

14. Vendor acknowledges and agrees that all payments for services rendered in connection with this Agreement shall be collected solely from Urgently, Inc. Vendor shall not collect payment directly from Customers unless specifically authorized by Urgently, Inc. When Customer has paid Urgently, Inc. directly, upon completion of job, successful closure of job via Urgently, Inc. driver application, collection of payment, and no dispute by Customer or Urgently, Inc., Vendor payment shall be processed, for agreed upon services and costs, by established manner (e.g., PayPal, ACH, Direct deposit) upon validation of job completion and costs. If Vendor collects any payments from Customer (including without limitation for any additional services, equipment or 'upsells'), (a) Vendor shall immediately disclose all such payments to Urgently, Inc., and (b) (i) Vendor shall pay Urgently, Inc., its share within 48 hours, or, (ii) in the case of multiple Customers using the same Vendor, Urgently, Inc. may elect to offset or "short pay" amounts collected by Urgently, Inc., from one Customer job, in order to collect for another Customer job collected by Vendor.

15. Urgently, Inc. reserves the right to deduct amounts or expenses owed by, or inappropriately submitted by Vendor against Charges that are otherwise payable to Vendor. Urgently, Inc. will provide Vendor with notice of any set-offs and opportunity to contest; provided however, that Vendor must contest any deduction or set-off within 30 days of receiving such notice. The exercise of this right of set-off shall not affect the parties' respective rights to other remedies under contract, at law, or in equity.
16. Vendor agrees that Urgently, Inc., in its sole discretion, reserves the right to contract with the Vendor as a provider of Services subject to the terms of this Agreement. Vendor also agrees that this Agreement shall supersede any prior agreements between Urgently, Inc. and the Vendor and will remain in full force and effect until replaced by a subsequent agreement or terminated by Urgently, Inc. for any reason via written notice to the Vendor. This Agreement is non-exclusive; Urgently, Inc. may use other service providers in any coverage area at its discretion. Urgently, Inc. has no obligation to have Vendor perform the Services for Customers under this Agreement and may request Vendor to provide Services to Customers from time to time at Urgently, Inc. discretion and without obligation to do so again.
17. This Agreement shall not be considered to create a joint venture, partnership, or agency between the parties, nor shall this Agreement be construed as making either party an agent of the other or as giving either party the right to legally bind the other in any manner, or be able to incur debts and/or liabilities on behalf of the other party, except as expressly provided herein. It is expressly understood that Vendor will, at all times, be acting as an independent contractor to and for Urgently, Inc. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or delegated by Vendor without the prior written consent of Urgently, Inc. Vendor shall make clear to its customers that Vendor is responsible for its own actions and neither Vendor nor any Vendor Party shall state or imply that they are employed by Urgently, Inc. or that Urgently, Inc. is responsible for their actions. Vendor has no authority to transact any business whatsoever in Urgently, Inc.'s name.
18. Vendor shall not use the Urgently, Inc. name or trademarks in any publications, advertising, marketing materials, or publicity releases without the prior written consent of Urgently, Inc.
19. Vendor agrees to maintain the confidentiality of and not disclose any data or information collected from, or about, Customers, nor any other confidential information of Urgently, Inc. (collectively, "Customer Information") or use it for any purpose other than providing Services under this Agreement. Customer Information includes, but is not limited to, customer name, address, e-mail address, and/or phone number (listed or unlisted); location of Services, vehicle or equipment owned or operated by Customer; Services provided; personal information concerning a customer, including birth date, social security number, driver license, credit card information, bank account, account number or personal identification numbers; Urgently, Inc.'s Customer lists, pricing data, the terms of this Agreement, or any other information or data a reasonable person would understand to be confidential or proprietary in nature. Vendor agrees to comply with all applicable privacy laws, regulations and requirements. Vendor agrees to return any Customer Information to Urgently, Inc. upon termination of this Agreement. Vendor shall immediately notify Urgently, Inc. of upon Vendor becoming aware of a violation of this Section 19 or the unauthorized disclosure of Customer Information. Vendor agrees that this Agreement, including these terms and conditions and the rates, as well as training materials and other non-public materials provided by Urgently, Inc. in connection with the services provided under this Agreement, are confidential and shall not be disclosed without the express, prior written consent of Urgently, Inc.

20. Vendor agrees to retain for three (3) years invoices, documents, reports, certificates of insurance and any other records it creates or comes into possession of related to the Services Vendor provides pursuant to this Services Agreement or to its obligations under this Services Agreement, and to permit Urgently, Inc. upon prior written notice to Vendor to examine and make copies of, wherever they may be kept or maintained, such records.

Limits on Liability: URGENTLY INC.'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, WILL BE LIMITED TO THE TOTAL AMOUNTS PAID UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 12 MONTHS. IN NO EVENT WILL URGENTLY, INC. BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS 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 SUCH PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

21. Notices. All notices will be sent to the Vendor contact information on file with Urgently, Inc. It is the Vendor's responsibility to keep this information current.
22. This Agreement and performance under it will be exclusively governed by the laws of the State of Delaware.
23. Any confidentiality or indemnification obligations herein, and any limits on Urgently, Inc.'s liability, shall survive expiration or termination hereof, together with any obligations which by their terms are expressly stated to survive.
24. This Agreement incorporates by reference all terms and conditions in Urgently, Inc.'s Terms of Services or Terms of Use or similar end user terms and conditions (the "Terms of Use") posted on its website and/or as a condition to use of any Urgently, Inc., websites, mobile apps, software or other products or services (the "Urgently Services"). Vendor agrees that its use of any Urgently Services shall comply with such Terms of Use, whether such applicable Urgently Services are targeted at end users (such as consumer facing websites and end user apps) or for "business to business" use and access (such as business tools like apps or software for vendor scheduling and dispatching). Without limiting the generality of the foregoing, and by way of example only, if and to the extent Vendor uses any Urgently Inc., software or apps for the scheduling and dispatch of Services, all such use shall be subject to the limitations and Urgently Inc.'s rights in and to its own software and Services as set forth in and subject to the Terms of Use. Notwithstanding anything to the contrary in any Terms of Use, (i) for purposes hereof, Vendor shall be deemed both the end user of such applications or software and also as the "Third Party Service Provider" as defined within the Terms of Use; (ii) Vendor shall remain liable for all Third Party Services and all actions and for all responsibilities of a Third Party Service Provider as defined in the Terms of Use; and (iii) Vendor shall not be able to rely on any disclaimers or limitations of liabilities in the Terms of Use intended to limit Urgently Inc.'s liability but not that of a Third Party Service Provider. Vendor is responsible for any content, information, data or other materials it posts or makes available in or through the Urgently Services ("Vendor Content"). Vendor shall not use or access the Urgently Services or any Confidential Information, or any concepts, knowhow or ideas generated therefrom, in any way to compete with Urgently Inc. or the Urgently Services, or for the benefit of any third party.

25. If you require any more information or have any questions about this Agreement, please feel free to contact us by email at [support@Urgent.ly](mailto:support@Urgent.ly)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Schedule A

RATE SCHEDULE

(Subject to updates or changes at any time by Urgently, Inc., in its sole discretion)

A. TOWING – As agreed to with your Urgently Regional Manager or Service Analyst.

B. ROADSIDE ASSISTANCE - As agreed to with your Urgently Regional Manager or Service Analyst.

C. Gone On Arrival Fee (“GOA”) – As agreed to with your Urgently Regional Manager or Service Analyst. A GOA fee will be paid on calls canceled by Customer when (1) Vendor is more than halfway to pick-up or service location or (2) Vendor communicates to Urgent.ly that they are “On the Way” for 15 minutes or more. A GOA fee will also be paid if Customer is not on site upon Vendor’s timely arrival. A GOA fee will not be issued if Vendor misses the ETA by more than 15 minutes.

D. MILEAGE – As agreed to with your Urgently Regional Manager or Service Analyst.