

Urgently, Inc.
Vendor Services Terms & Conditions
Updated March 21, 2023

These Vendor Services Terms and Conditions (the "Agreement") constitutes a legal agreement between you ("Vendor") and Urgent.ly, Inc. ("Urgently"). Vendor and Urgently may be referred to herein individually as "a Party" and together as "the Parties". By clicking to agree, using Urgently's network, by downloading, installing, or using any associated software or apps supplied by Urgently and/or by providing any services to Urgently's 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 website and/or as a condition to the use of any Urgently mobile apps, software or other products or services (collectively, the "Urgently Services").

Urgent.ly 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 website or via any other Urgently Services. Vendor is responsible for regularly reviewing this Agreement and the Urgently website for such updates. Continued use of Urgently's network or any of the Urgently Services, or continued provision of Vendor's services to Urgently 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 contractual obligation binding on Vendor; and (c) any and all information supplied in Vendor's application to provide services to Urgently (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 "Vendor Services") for the benefit of Urgently's Customers, subject to the terms and conditions of this Agreement.

1. Vendor Services

Operating in compliance with legal requirements is mandatory. Vendor represents and warrants that: (a) Vendor will at all times relevant to this Agreement, remain properly licensed and qualified in all applicable jurisdictions to offer the Vendor 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 to Urgently 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 or its third-party agents may be monitored or recorded and retained by Urgently. If Vendor contacts Urgently through the use of a mobile phone, Vendor consents to Urgently use of cell phone data to establish the cell phone's physical location. Vendor further agrees that Urgently may send text (SMS) messages as part of normal business operations and Vendor's use of Urgently Services. These messages may include job offers, requests for status updates, requests for location information, or other information. Vendor may opt-out of receiving text (SMS) messages from Urgently at any time by texting "STOP" to the phone number, after which Vendor will receive an SMS reply confirming that Vendor has been unsubscribed. Vendor acknowledges that opting out of receiving text (SMS) messages may impact use of the Vendor Services. Message and data rates may apply for any messages sent or received.

a. Vendor shall perform all Vendor Services in a professional, workmanlike manner consistent with the highest professional standards in the industry. Vendor shall ensure that the individuals providing any Vendor Services, whether Vendor employees, agents, or subcontractors (each, a "Vendor Party" and collectively, the "Vendor Parties") 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 and Vendor shall be responsible for all hiring, supervising, dispatching, monitoring, and training of, and providing all compensation and benefits to, all Vendor Parties.

b. To provide the highest-quality experience to Customers, Urgently 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 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.

c. When providing Vendor Services to a Customer, and at no cost to Urgently, Vendor and each Vendor Party shall, at all times, wear a uniform that prominently displays the Vendor Party’s name badge. Additionally, the signage on the Vendor Party’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) is solely responsible for providing the Vendor Services, and neither Vendor nor any Vendor Party shall state or imply otherwise.

d. Upon receipt of a dispatch request, Vendor shall promptly indicate acceptance or rejection of the request and provide an estimated arrival time (the “time window”) at the indicated Customer location. An Urgently dispatcher will provide Vendor the information necessary to respond to each call, including the estimated payment amount (“Job Offer Amount”). Following acceptance of a request, Vendor shall promptly contact the Customer directly to notify the Customer that a Vendor Party is on the way to the Customer’s specified location and is estimated to arrive during the specified time window. Vendor will ensure that the Vendor Services are promptly delivered within the time window provided Vendor shall not change the tow destination or the requested service without prior authorization from Urgently.

2. **Vendor Representations.** 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 Vendor Services as set forth herein; (c) any Vendor 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 Vendor 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 Vendor 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 shall 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 that they shall not commit any act or make any statement that a reasonable person

would consider inappropriate or offensive, or that is actionable or could otherwise damage the name, image or reputation of Urgently, or bring Urgently into public disrepute, contempt, scandal or ridicule.

3. **Background Checks.** Vendor represents and warrants that, to the extent permitted by law, Vendor performs Background Checks, National Sexual Offender Registry Searches, 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 or has any material negative issues on their driving history. Vendor shall further ensure that no Vendor Party shall provide any Vendor 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); (ii) a check of U.S. Government Specially Designated National and export denial lists; (iii) a Department of Motor Vehicles Driving History Report; and (iv) 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 Vendor 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 a child, 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 pursuant to which the Vendor Party 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 with written confirmation that each Vendor Party selected by Vendor to provide Vendor Services has passed a third-party background check that meets the above requirements. Vendor further agrees to provide Urgently a copy of any Vendor Party’s third-party background check report upon request.

4. **Subcontractors.** Vendor shall not use contractors to provide Vendor Services to Customers without the prior express written consent of Urgently. In the event that Vendor utilizes a contractor to provide Vendor Services to Customers, Vendor shall flow down Vendor's obligations under this Agreement to such contractor in a written agreement (or amendment to the contractor's existing agreement with Vendor) and Vendor shall remain fully liable for the acts or omissions of such contractors.

5. **Indemnification**

a. Vendor, to the maximum extent permitted by law, agrees to indemnify, defend, and to hold harmless Urgently, its affiliates, their successors and assigns and their respective employees, directors, officers, employees, subcontractors, consultants, clients, representatives, and agents, as well as and any Customers (collectively, the "Indemnified Parties"), from and against any and all claims, allegations, losses, damages, injuries (including death), causes of action, penalties, judgments, settlements, compromises, demands, and expenses of any kind or nature (including, without limitation attorneys' and other professional fees, costs and expenses, incurred in connection with the investigation, defense and/or settlement of any claim asserted against any Indemnified Party or the enforcement of Vendor's obligations under this Agreement) (collectively, "Losses") that any Indemnified Party may suffer or incur, in whole or in part arising out of or relating to the work, Vendor Services and/or materials described in this Agreement, and/or the actions or omissions of Vendor or its permitted subcontractors, whether or not caused or contributed to by the fault or negligence of any or all of the Indemnified Parties.

b. Without limitation of the generality of the foregoing, Vendor further agrees to indemnify, defend, and hold harmless the 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 Vendor's or any Vendor Party's failure to comply with applicable laws, including without limitation those related to data privacy, information security, employment, or taxes. Vendor's 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.

c. Vendor will immediately notify and provide Urgently 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 relating to the Vendor Services. Vendor acknowledges that Urgently 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 related to Vendor Services.

d. Vendor's indemnification obligations under this Agreement shall not be limited in amount or scope to coverage provided by Vendor's required insurance policies.

e. The Indemnified Parties shall be entitled to control the defense of any action indemnified hereunder, with legal counsel of their own choosing.

6. **Waiver of Immunities.** If a Vendor Party, or anyone entitled to receive damages or compensation by reason of injury or death to such Vendor Party, brings a suit or asserts a claim against any Indemnified Party, Vendor hereby waives any provision of any workers' compensation act or similar law whereby Vendor could preclude its joinder by such Indemnified Party as an additional defendant, or avoid liability for damages, contributions, defense, or indemnity in any claim or lawsuit, or otherwise. Vendor's obligations to the Indemnified Parties shall not be diminished by any limitation in the amount of or type of damages, benefits, or compensation payable by or for Vendor under any worker's compensation act, disability benefit act or other employee benefit act on account of claims against the Indemnified Parties by

an employee of Vendor or anyone employed directly or indirectly by Vendor or anyone for whose acts Vendor may be liable.

7. **Insurance Requirements.** Vendor must meet the following Urgently minimum insurance requirements at its own expense:

a. Worker's Compensation and Occupational Diseases insurance with benefits as required by any applicable law;

b. Commercial General Liability insurance 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 per each occurrence for bodily injury or property damage incurred in any one (1) occurrence and \$2,000,000 General Aggregate. Commercial General Liability coverage shall be primary and non-contributory with respect to any insurance or self-insurance that is or may be maintained by Urgently;

c. Commercial Automobile Liability insurance for all owned, hired, and non-owned vehicles, with a minimum limit of \$1,000,000;

d. Property Insurance for property of others in the care, custody, and/or control of Vendor or Vendor's subcontractors. Such coverage 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 \$100,000 per occurrence;

e. Any additional coverage or limits as may be required by applicable law; and

f. Such insurance shall be placed with insurers who possess a current A.M. Best's rating of no less than A-VII.

8. **Certificates of Insurance**

a. Except for Workers Compensation insurance, all of the required policies shall specifically name "Urgently Inc." as an additional insured for both ongoing and completed operations. In the event Vendor uses contractors to perform the Vendor Services, Vendor agrees to require such contractor to add Urgently as an additional insured on its general and automobile liability insurance policies. Vendor shall give Urgently written notice at least thirty (30) days in advance prior to any cancellation, expiration, termination, or material change in coverage that would render Vendor's insurance non-compliant with this Agreement. Vendor agrees to require its insurer to provide Urgently 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 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 has not received a revised certificate, Vendor will not be permitted to provide Vendor Services to Customers until the appropriate insurance certificates are received by Urgently.

b. All additional insured coverage shall be written on a primary and non-contributory basis to any other coverage available to the Indemnified Parties and shall be endorsed to waive any rights of subrogation against the Indemnified Parties. Vendor shall be liable for all deductibles under the policies.

c. Prior to performing any obligations under this Agreement, Vendor shall provide to Urgently the following documents: certificates of insurance, the declarations page of the required policies,

the additional insured provisions or endorsements of the required policies and any other policy documents requested by Urgently and evidencing the coverages required.

d. The purchase of such insurance shall not be in satisfaction of Vendor's indemnification obligations under this Agreement. Any deductibles or liability beyond the policy limits are the responsibility of Vendor. Vendor will not delay or seek to delay or refuse to satisfy any claim arising out of the Vendor Services performed under this Agreement because of a deductible or policy limitation.

9. Inspections; Damage Waivers

a. 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 Vendor Services performed. Any pre-existing markings or damage should be immediately identified to the Customer and Urgently prior to Vendor providing any Vendor Services for the Customer vehicle. Failure to properly document the Customer vehicle's condition, including but not limited to the existence of any pre-existing damage, may be considered *prima facie* evidence of Vendor's liability for damage. 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, and on a good faith basis cooperate with Urgently or its agents in resolving the matter. Urgently or its agents, on a good faith basis, may elect to make a determination as to whether Vendor, Customer or a third party was at fault. Urgently 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 is authorized to pay such party on Vendor's behalf, and Urgently, Inc. may subrogate the claim to Vendor's insurance carrier or deduct or setoff such amount from or against amounts otherwise due to Vendor.

b. Vendor agrees that, in Urgently's reasonable discretion, any damage waivers that Vendor or Vendor Party obtains from a Customer in connection with the Vendor Services may not be deemed effective. Damage waivers that Urgently generally accepts relate to the following services: (i) winching vehicles off road or obstacles, (ii) lockouts, or (iii) damage that is unavoidable due to the nature of the accident scene, or (iv) if it is otherwise not reasonably possible to move vehicle without damage.

10. **Job Offers.** Urgently shall pay to Vendor the agreed upon rate set forth as the Job Offer Amount. If, due to mistake or any other reason, the Job Offer Amount paid to Vendor exceeds reasonable and customary rates, Urgently reserves the right to recover such overpayment, including the right to set-off as set forth in Section 11(b) of this Agreement. Urgently is not liable for any Vendor Services provided that are not expressly indicated in this Agreement. Vendor agrees that it will not charge Urgently or Customers any fee in excess of the Job Offer Amount, and that Urgently may chargeback to Vendor and deduct from any monies due Vendor, any fee or charge in excess of the Job Offer Amount. A nominal gone on arrival fee ("GOA") will be paid on calls canceled by Customer when (1) the dispatched Vendor Party is more than halfway enroute to the pick-up or service location or (2) Vendor communicates to Urgent that the dispatched Vendor Party is "On the Way" for a period of 15 minutes or more. A GOA fee will also be paid if Customer is not onsite upon Vendor's timely arrival. A GOA fee will not be issued if Vendor misses the ETA by more than 15 minutes.

11. Payments

a. Vendor acknowledges and agrees that all payments for Vendor Services rendered in connection with this Agreement shall be collected solely from Urgently. Vendor shall not collect payment

directly from a Customer unless specifically authorized in advance by Urgently. When Customer has paid Urgently directly upon completion of job, successful closure of job via Urgently driver application, collection of payment, and if there is no dispute by Customer or Urgently, Vendor payment shall be processed, for agreed upon Vendor Services and costs, by established manner (e.g., by means of Virtual Credit Card, PayPal, ACH, or direct deposit) upon validation of job completion and costs. In the event either Party disputes any validated job payment, the disputing Party shall have thirty (30) days from the receipt of payment to provide written notice of the disputed amounts, together with a statement including the calculations with respect to any errors, omissions, or inaccuracies claimed. 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 and (b) (i) Vendor shall pay Urgently its share within 48 hours, or, (ii) in the case of multiple Customers using the same Vendor, Urgently may elect to offset or "short pay" amounts collected by Urgently from one Customer job, in order to collect for another Customer job collected by Vendor.

b. Urgently reserves the right to deduct amounts or expenses owed by, or inappropriately submitted by Vendor against Charges that are otherwise payable to Vendor. 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.

12. **No Exclusivity.** Vendor agrees that Urgently, in its sole discretion, reserves the right to contract with Vendor as a provider of Vendor Services subject to the terms of this Agreement. Vendor also agrees that this Agreement shall supersede any prior agreements between Urgently and Vendor and will remain in full force and effect until replaced by a subsequent agreement or terminated by Urgently for any reason via written notice to Vendor. This Agreement is non-exclusive; Urgently may use other service providers in any coverage area at its discretion. Urgently has no obligation to have Vendor perform the Vendor Services for Customers under this Agreement and may request Vendor to provide Vendor Services to Customers from time to time at Urgently's sole discretion and without obligation to do so again.

13. **Relationship of the Parties:** 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. 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. Vendor shall make clear to its customers that Vendor is responsible for its own actions and neither Vendor nor any Vendor Party or Vendor subcontractor shall state or imply that they are employed by Urgently, or that Urgently is responsible for their actions. Vendor has no authority to transact any business whatsoever in Urgently's name.

14. **Use of Marks:** Vendor shall not use the Urgently name or trademarks in any publications, advertising, marketing materials, or publicity releases without the express prior written consent of Urgently.

15. **Confidentiality:** 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 (collectively, "Customer Information") or use it for any purpose other than providing Vendor 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 Vendor Services, vehicle or equipment owned or operated by Customer; Vendor 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's Customer lists, pricing data, the terms of this Agreement, or any other information or data that 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 upon termination of this Agreement. Vendor shall immediately notify Urgently if Vendor becomes aware of a violation of this Section 15 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 in connection with the Vendor Services provided under this Agreement, are confidential and shall not be disclosed without the express, prior written consent of Urgently.

16. Data Security for California Vendors. If Vendor is providing Vendor 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 Vendor represents and warrants that Vendor’s activities comply with the CCPA, including with the terms of this Section 16. Capitalized terms used and not defined in this Section shall follow the definitions set forth in the CCPA. Vendor agrees to the following:

a. Vendor shall 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 Vendor maintains a business relationship with Urgently, or accesses or retain any Urgently Data relating to California residents.

b. With regard to Personal Information that Vendor accesses, receives, or processes in connection with the Services, Vendor 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 Vendor Services; or (c) retain, use, or disclose such Personal Information outside of the direct business relationship between Vendor and Urgently.

c. Vendor agrees to comply with all requests from Urgently to access, delete and/or modify Personal Information within five (5) business days of receipt of Urgently’s written request. Vendor shall provide reasonable assistance to Urgently 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 provision of the Vendor Services.

d. For activities related to the Vendor Services, Vendor agrees to promptly forward any Californian consumer requests to access, modify or delete Personal Information to Urgently for its review prior to taking any action, and shall inform the consumer to submit the request directly to Urgently through its designated website: www.geturgently.com/about/privacy-policy.

e. Vendor shall inform Vendor Parties and any permitted subcontractors of their CCPA compliance obligations under this Agreement and shall cause Vendor Parties and permitted subcontractors to comply with the CCPA, and Vendor’s obligations hereunder.

f. Vendor’s failure to comply with any of the foregoing shall be deemed a breach of this Agreement. Vendor’s obligations under this attachment that by their nature or pursuant to applicable law are intended to survive, shall survive the termination or expiration of this Agreement.

17. Record Retention. Vendor agrees to retain for a period of three (3) years invoices, documents, reports, certificates of insurance and any other records it creates or comes into possession of related to the Vendor Services or otherwise related to Vendor’s obligations under this Agreement, and to permit Urgently, upon prior written notice to Vendor, to examine and make copies of, such records, wherever they may be kept or maintained.

18. Limits on Liability: URGENTLY’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 DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY. IN NO EVENT WILL URGENTLY 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.

19. **Anti-Corruption.** Vendor will not offer or provide any illegal or improper bribe, kickback, payment, gift, or thing of value to an Urgently employee or agent in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Vendor learns of any violation of the above restriction, or of a request by an Urgently employee or agent to receive any of the above restricted items, Vendor will use reasonable efforts to promptly notify Urgently's Legal Department, Urgently, Inc., 8609 Westwood Center Drive, Suite 810, Vienna, VA 22182.

20. **Notices:** All notices will be sent to the Vendor contact information on file with Urgently. It is Vendor's responsibility to keep its contact information current.

21. **Governing Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of Delaware without reference to their conflicts of laws rules.

22. **Dispute Resolution.** With respect to any dispute arising from the formation, rights, or duties under, or termination of, this Agreement, all such matters shall be subject to this dispute resolution provision. Within thirty (30) days after a dispute is identified, the Parties shall use their best efforts to jointly seek an informal resolution to the dispute. If those efforts fail, either Party may immediately seek to resolve their dispute by means of binding arbitration. The arbitration shall be conducted using a single arbitrator by JAMS in San Diego, California. The arbitrator shall conduct the arbitration in the most expeditious and cost-effective manner possible, including restricted discovery and/or hearing procedures. The arbitrator may award reasonable attorneys' fees and costs to the prevailing Party if the arbitrator determines that the opposing Party did not proceed in good faith or on a reasonable belief in the factual and legal validity of its position.

23. **Survival.** Any confidentiality or indemnification obligations herein, and any limits on Urgently's liability, shall survive expiration or termination hereof, together with any obligations that by their terms are expressly stated to survive.

24. **Incorporation by Reference.** This Agreement incorporates by reference all terms and conditions contained in Urgently'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 the use of any of 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 apps or software intended to be used as business tools 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 software or apps for the scheduling and dispatch of Vendor Services, all such use shall be subject to the limitations and Urgently's rights in and to its own software and Urgently Services as set forth in 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'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, know-how or ideas generated therefrom, in any way to compete with Urgently or the Urgently Services, or for the benefit of any third party.

25. **Waiver:** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion

26. **Headings.** The headings appearing at the beginning of the Sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

27. **Interpretation.** Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.