



TERMS AND CONDITIONS OF SERVICE PROVIDER AGREEMENT

03/2012

These terms and conditions for the services provided by you, which may include but not be limited to towing and roadside assistance services ("Services"), constitute a component of the agreement between Agero Administrative Service Corp. (formerly known as Cross Country Service Corp.) (an affiliate of Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc.) (collectively "Agero") and your corporation, limited liability company, partnership, or sole proprietorship ("You" or "Your"). Your agreement with Agero is referred to as the "Service Contract", and consists of the rate agreement, the application documents, rate cards, and addendums that relate to various services that You may provide in addition to towing and/or roadside assistance services. **BY ACCEPTING DISPATCHES AND ASSIGNMENTS FROM AGERO OR CLICKING "ACCEPT" ON THE WEBSITE OR THE ONLINE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD DECLINE THE DISPATCHES OR ASSIGNMENTS AND NOT CLICK "ACCEPT" ON THE WEBSITE OR ONLINE APPLICATION.**

1. Authorizations. Operating in compliance with legal requirements is essential. You represent and warrant that: (a) You are, and during the provision of Services will remain, properly licensed and qualified in all applicable jurisdictions to offer the Services; and (b) You will comply with all applicable federal, state and local laws and regulations with operating Your business, including the Americans with Disabilities Act (and for businesses in California, the Unruh Act and the Disabled Persons Act). You agree to provide copies of necessary permits and licenses, as well as certificates of insurance, upon request. You acknowledge and agree that communications, including phone calls or "chat" services, with Agero or its third party agents may be monitored or recorded and retained by Agero. If You have contacted us through the use of a mobile phone, You consent to our use of cell phone data to locate where You are calling from.

2. Policies and Procedures; Service Levels. We require that You comply and keep up to date with our policies and procedures and meet the agreed upon service levels. You agree to comply with Agero's policies and procedures, as provided to You in writing or made available on AgeroSupport.com (formerly www.Argosi.net), which are subject to changes from time to time. In addition to these policies and procedures, You agree that in the provision of towing or other roadside assistance for Agero dispatches (a) You will not enforce damage waivers that You may have with a consumer in connection with the Services, except You 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; (b) You will not subcontract the Services to third parties without the prior authorization of Agero; (c) You will not change the tow-to destination or the requested service without prior authorization from Agero; (d) You will utilize vehicles that are clearly and conspicuously marked as a commercial vehicle of Your company; (e) You will ensure that drivers servicing Agero customers wear apparel or badge bearing the name of Your company in plain view of the customer; and (f) You will conduct appropriate background checks on the owners, employees, contractors and agents that have access to Agero Data (defined below) or provide service to Agero customers. With respect to background checks, acceptable standards are available at AgeroSupport.com, which are subject to change from time to time.

3. Confidentiality. Our 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 provision of the Services, including all personal information such as the name, phone number, address, and VIN of the consumer who will receive the Services ("Agero Data"), are and shall remain the property of Agero and/or our clients, as the case may be. 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 Service Contract, 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 are rendering, are confidential and that You will not disclose without the prior written approval of Agero.

4. Fees; Payments. We will pay You based on our negotiated terms. Agero shall pay to You the charges at the rates and on the basis set forth in the Service Contract (the "Charges"). All of Your obligations and services described in the Service Contract are included in the Charges and no additional compensation shall be due to You other than the Charges unless specifically authorized by Agero. You agree that You may not charge the consumer additional fees for the Services unless specifically authorized by Agero.

Within 120 days of performing the Services, You must submit invoices to Agero with the pricing detail and in a format and on the media in accordance with Agero's policies and procedures. Invoices received after 120 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 60 days from Your receipt of payment on the original submitted request. Any payment by Agero 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 amounts paid within 60 days from Your receipt of payment on the original submitted request. From time to time, Agero may verify, check, monitor and audit the submissions it receives from You, including but not limited to mileage 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, incorrect rates or contested services. As used in the rate agreement or Service Contract, the term "miles" shall mean audited miles as verified by Agero.

Agero reserves the right to deduct amounts or expenses owed by, or inappropriately submitted 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 within 60 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.

5. Dispute Resolution. In the event of a disagreement, we will work with You to resolve the matter. In the event Agero disputes any portion of an invoice submitted by You, Agero may withhold payment of the amount subject to the dispute; provided, Agero shall continue to pay any undisputed amount when it becomes due and payable in accordance with the Service Contract. No failure by Agero to identify a contested Charge or charges prior to payment of the invoiced amount shall limit or waive any of Agero's rights or remedies with respect to the Charges. If any dispute, claim or controversy (including class arbitration) arises out of or relates to the Services or the Service Contract, You agree to the following dispute resolution procedure: (i) You must provide written notice to Agero of the problem or dispute; in which case, Agero agrees to use its reasonable efforts to contact You, by telephone, within 7 business days to discuss the resolution of the matter in dispute; and (ii) if the parties cannot arrive at a mutually satisfactory solution within 14 calendar days from the date of the discussion in clause (i) above, Your president, manager or owner shall send a written notice to Director of Network Management at Agero stating that the dispute continues to be unresolved and requesting a telephone call within 5 business days of Agero's receipt of notice to resolve the issue. Senior representatives of each party shall meet by phone in good faith to resolve the matter in dispute at a mutually agreed upon time and date within such 5 business days. Following such process, any dispute, claim or controversy arising out of or relating to the Service Contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, or relating to the Services, shall be settled by arbitration administered by a regional or national arbitration association in accordance with its rules for commercial arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts. The arbitration will be conducted by one arbitrator who is knowledgeable in commercial disputes and who is selected by mutual agreement of the parties or, failing such agreement, will be selected according to the arbitration association rules. Each party shall bear its own costs and expenses, and only the prevailing party shall be entitled to an award of reasonable attorney's fees. The provisions of this paragraph may be enforced by any court of competent jurisdiction. Notwithstanding anything in this Section 5 of these terms and conditions to the contrary, nothing in these terms and conditions shall prevent or prohibit either party from obtaining specific enforcement, temporary or permanent injunctive relief or other equitable relief from a court in lieu of or in addition to the resolution of any related claim or dispute pursuant to this Section 5 of these terms and conditions. You agree that by providing Services hereunder, You and Agero are each waiving the right to a trial by jury or to participate in a class action. These terms and conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

6. Claims and Damages; Indemnification; Insurance. You are required to indemnify us against claims that occur during Your services and to maintain appropriate insurance. In the event of a dispute between You and a consumer or third party based on damages to consumer or third party's vehicles or other bodily injury, property damage or personal injury, service disputes or related claims, You agree to promptly notify Agero, and on a good faith basis cooperate with Agero or its agents in resolving the matter. Agero or its agents, on a good faith basis, may elect to make a determination on which party was at fault. 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 consumer or other third party, Agero is authorized to pay such party on Your behalf, and Agero may subrogate the claim to Your insurance carrier or deduct such amount from amounts otherwise due to You.

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Agero, its successors and assigns and its officers, directors, employees, subcontractors, consultants, clients, representatives and agents, 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 arising out of or on account of, or resulting from, any claim or allegation of a third party related to Your acts or omissions or those of Your officers, directors, employees, subcontractors, consultants, representatives or agents in connection with the Services, or from Your breach of the terms of the Service Contract, including but not limited to these terms and conditions. Except for third party claims and damages arising from a breach of confidentiality, neither party shall be liable to the other party for, nor will the measure of damages include, any indirect, special or consequential damages or amounts for loss of income, profits or savings.

You agree to maintain insurance coverage with carriers acceptable to Agero and in the amounts set forth in the policies and procedures, naming Agero as an additional insured. You agree to furnish to Agero a certificate showing compliance with the insurance requirements prior to the provision of Services, and from time-to-time within 10 days of Agero's request. The certificate will provide that Agero will receive 30 days' prior written notice from the insurer of any termination, reduction or other change in the amount or scope of coverage. Your furnishing of certificates of insurance or purchase of insurance shall not release or limit Your obligations or liabilities under the Service Contract.

7. Independent Contractors. We 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 Service Contract, 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 no guaranty exists on the part of Agero to submit a minimum number of dispatches to You. The Service Contract creates an at-will arrangement between the parties and either side may terminate such contract at any time without penalty. You acknowledge that any forecasts provided by Agero regarding the number of dispatches that may be offered to You are good faith projections and may not be attained for a number of reasons. 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.

8. Waiver; Governing Law. No term or condition of the Service Contract 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 Service Contract, including these terms and conditions, shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

9. Conflicting Terms; Severability. The Service Contract, including these terms and conditions, set forth the complete agreement of the parties with respect to the provision of towing and roadside assistance services. In the event of a conflict between these terms and conditions and other terms set forth in the Service Contract, the terms herein shall prevail. These terms shall take precedence over any inconsistent, conflicting, or additional terms or conditions contained in the Service Contract. Agero hereby notifies You of 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.