

For Tennessee Residents

ROADSIDE ASSISTANCE SERVICES
CUSTOMER TERMS AND CONDITIONS

This is not an automobile liability insurance contract or an insurance contract.

For Immediate Service, Please Call 1-888-441-4690

1. GENERAL AGREEMENT

This is a roadside assistance services contract between YOU, the purchaser of this contract, and **Roadside Innovation Inc.** Asurion serves as the online retailer of the contract. Description of YOUR vehicle is required for purchase and subsequent usage of this roadside assistance plan.

This contract, together with YOUR sales receipt for your purchase of Mobile Mechanic by Asurion constitute the entire roadside assistance contract. Benefits and dues are subject to change upon contract renewal. Service is available in all 50 states and the District of Columbia.

2. DEFINITIONS

“WE,” “US,” “OUR,” and “OBLIGOR” means Roadside Innovation Inc., 8609 Westwood Center Drive, Suite 810, Vienna VA 22182

Roadside Innovation, Inc. is a wholly-owned subsidiary of Urgent.ly, Inc. and is responsible to YOU for the covered services under this contract.

“YOU,” and “YOUR” means the original purchaser of this contract as shown on the receipt provided at point of sale by the original purchaser

“CONTRACT PURCHASE PRICE” means the amount paid by YOU for this roadside assistance contract (including any applicable taxes and fees), as shown on YOUR receipt less the value of other benefits provided by or through Asurion.

“COVERED VEHICLE” means YOUR vehicle(s) and any rental vehicle under YOUR name. WE only offer services for self-propelled vehicles; cars, motorcycles, vans, and small trucks (up to 10,000 lbs. Gross Vehicle Weight Rating), licensed, and used for private on-road transportation. This program will only provide services to YOU if the vehicle needing such services is being used for personal use only, and not commercial use. However, personal vehicles that are used for transportation

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network companies (ride-hailing, ride-sharing) are allowed under this program while being used for this commercial purpose. The following are also excluded from COVERED VEHICLE: taxis, tractors, boats, trailers, recreational vehicles and trucks, dune buggies, and vehicles used for competition.

“TERM” means the period of time in which the provisions of this contract are valid. This contract and related benefits are effective seventy-two (72) hours after purchase (unless otherwise noted) by YOU on the date shown on YOUR receipt and will expire at the end of twelve (12) months from contract purchase date. Benefits for any COVERED VEHICLE added to YOUR plan subsequent to your initial enrollment also takes effect seventy-two (72) hours after submission date. WE will charge an additional non-refundable immediate service fee if emergency roadside services are requested before coverage takes effect.

YOUR plan is considered active provided at least one (1) COVERED VEHICLE is registered to your account. YOUR annual membership date is attached to the initial COVERED VEHICLE registered.

“DISABLED,” or “DISABLEMENT” means the COVERED VEHICLE is unable to safely proceed under its own power either at a garage or driveway or any normally traveled public street, highway or parking area.

"GOA," or "GONE ON ARRIVAL" means the disabled COVERED VEHICLE is not where represented or is gone when the service provider arrives.

3. WHAT IS COVERED

The primary purpose of this membership plan is to provide the services outlined below in common emergency situations related to the COVERED VEHICLE(S). **Please call 1-888-441-4690 for roadside assistance.**

In the event YOU, or an authorized driver of YOUR vehicle, needs assistance, WE agree to provide these services as applicable. At the time of service, YOU, or an authorized driver of YOUR vehicle, must be present and show photo ID.

YOUR COVERED VEHICLE(S) are entitled to four roadside (4) events per year for this annual plan. WE will arrange on-demand service for a fee should YOU exhaust YOUR annual events allotment and require assistance prior to YOUR renewal date.

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Please note that some services have additional restrictions as to the caps on dollar amounts specific to that service.

A. Emergency Roadside Assistance

Vehicle Towing Up to 10 Miles: Towing is provided up to 10-miles for the COVERED VEHICLE. Any additional expenses incurred beyond the 10-mile limit are YOUR responsibility, payable to Urgently, Inc. Also, in connection with YOUR tow event, YOU are eligible for up to a \$25 reimbursement for ride-hailing services of YOUR choice. Please see details below on Ride-Hailing Reimbursement instructions. Any ride-hailing expenses beyond \$25 are YOUR responsibility. Ride-hailing service is available for each towing event.

Flat Tire: Service is provided to change a flat tire with YOUR inflated spare on the COVERED VEHICLE. If no spare is available, the vehicle may be towed. Towing coverage terms and conditions then apply. Towing is considered an additional, second event.

Jump Start or Minor Roadside Adjustments to Start Vehicle: Service is provided to jump start a dead battery or make other minor roadside adjustments to start the COVERED VEHICLE. Service provider is not required to remain with the vehicle while the battery charges. Expenses for more extensive repairs, parts and labor are YOUR responsibility, payable directly to the service facility, and are not reimbursable. Additionally, if vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Lockout: Service is provided to gain access if the ignition key is lost or accidentally locked inside the COVERED VEHICLE. You will be required to present service provider with proof of vehicle ownership. If Lockout service is attempted but unsuccessful, a tow may be required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event. If key replacement is required, WE may assist with sourcing a service provider on YOUR behalf.

Fuel Delivery: Provided the COVERED VEHICLE is out of fuel, a service vehicle will deliver up to 2 gallons of fuel to the customer's location, where allowed. The fuel itself is a covered benefit. If fuel delivery does not solve disablement, a tow may be

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required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Winching: If a COVERED VEHICLE is in a ditch or stuck and accessible within 100 feet from a normally traveled roadway and conditions allow for the vehicle to be dislodged if stuck, dispatch coverage for winching is provided via one (1) truck and one (1) driver for up to thirty (30) minutes. Any expenses incurred beyond the coverage limit are YOUR responsibility, payable to US. If additional service is required for the vehicle after the Winch, it will be considered a second service event and subject to the terms and conditions of this agreement.

Roadside Assistance and Towing benefits combined are limited to four (4) events per contract TERM.

Ride-Hailing Reimbursement: In connection with YOUR tow event, YOU are eligible for up to a \$25 reimbursement for ride-hailing services of YOUR choice. Any ride-hailing expenses beyond \$25 are YOUR responsibility. Ride-hailing service is available for each towing event. To receive reimbursement, YOU must submit a copy of the ride-hailing receipt to: Roadside Innovation Membership Plan, Attn: Ride-Hailing Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Roadside Reimbursement: If WE are unable to locate a service provider in the area of vehicle DISABLEMENT, YOU may locate a substitute service provider and submit a reimbursement request for consideration up to the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must contact US first and receive an authorization number.

Call 1-888-441-4690 to obtain the authorization number. YOU must submit the original receipt for services received and the authorization number along with YOUR name and address to: Roadside Innovation Membership Plan, Attn: Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182. Approved reimbursement results in a reduction of remaining allowable service events.

Rental Vehicle Roadside Reimbursement: If YOU experience DISABLEMENT in a rental car and need assistance, YOU may pay out-of-pocket and seek reimbursement as part of YOUR membership. WE recommend YOU call US but it is not required. YOU may submit a reimbursement request for consideration up to

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the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must submit the original receipt with a copy of your rental car contract along with YOUR name and address to: Roadside Innovation Membership Plan, Attn: Rental Vehicle Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182. Approved reimbursement results in a reduction of remaining allowable service events.

B. Emergency Tire Road Hazard Coverage

YOUR COVERED VEHICLE may qualify for Emergency Tire Road Hazard benefits. Road Hazard damage occurs when a tire fails due to a puncture, bruise or break incurred during normal driving on a road maintained by the state or local authority. Nails, glass and potholes are the most common examples of road hazards.

This emergency road hazard benefit provides two (2) reimbursable incidents per contract TERM. An incident is defined as damages that occur related to a single road hazard-related event. An incident can result in tire repair, tire replacement, or both. **The benefit limit maximum is \$100 per incident regardless of whether more than one tire was damaged in the road hazard-related event.**

Note: Emergency Tire Road Hazard benefits are not available in Massachusetts.

If YOUR tire is damaged, please call 1-888-441-4690 to receive authorization and a claim number. YOU may take the COVERED VEHICLE to a tire servicing facility of YOUR choice. Phone agents can also provide a list of available tire facilities as well if YOU determine the COVERED VEHICLE can be driven safely to the selected destination.

YOUR tires must be in good condition with more than 2/32" (3/32" for motorcycles) of tread remaining to be eligible for reimbursement. Coverage excludes any tires that have been repaired in a manner other than per manufacturer's guidelines and excludes any tires that have been retreaded, recapped, regrooved, remolded, or tubed. Coverage does not extend to wheels or any Tire Pressure Monitoring Systems (TPMS) and/or devices and components associated with TPMS.

Be sure to keep YOUR tire as it may be requested for inspection. Please note that reimbursement only covers the cost to repair or replace the damaged tire, up to

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the Benefit Limit, and does not cover any charges for mounting, balancing, taxes, shop supplies or miscellaneous fees. In addition, cosmetic damage and/or normal wear and tear to the tire are not covered under this plan.

Tire Repair: If YOUR tire is damaged due to a covered road hazard and it is safely repairable, YOU may have the tire repaired and pay the tire facility directly for services rendered. **Flat tire repair reimbursement is limited to \$35 per incident.** No prior authorization is required for flat tire repairs. This benefit is provided on a reimbursement basis only per instructions below.

Tire Replacement: If the tire facility determines that the tire cannot be safely repaired and should be replaced, the tire will be replaced with an exact make and model of tire, if available. If not available, a comparable quality tire will be installed. It is YOUR responsibility to pay the tire facility for the entire price of the replacement. **Tire replacement reimbursement is limited to \$100 per incident. YOU must call 1-888-441-4690 to obtain prior authorization and a claim number to replace a tire.** This benefit is provided on a reimbursement basis only per instructions below.

If a tire needs to be replaced and authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, you must retain the damaged tire inspection, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

The tire being replaced must be made available for inspection if requested by the Program Administrator. Most inspections are completed using digital photos of the damaged tire. If the Program Administrator requires the tire for inspection, YOU will be informed during the call to obtain prior authorization and instructions will be emailed to YOU.

Road Hazard (Tire Repair/Replacement) Reimbursement: To receive reimbursement, be sure to submit a copy of YOUR signed tire repair or replacement invoice, digital photos of the damaged tire if requested, and YOUR name, member number, email address and daytime telephone number, and claim number (if tire replacement) and address via:

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- Email to tireclaims@sonsio.com, OR
- Fax it to 866-449-3239, OR
- Postal mail to Roadside Innovation Membership Plan, Attn: Road Hazard Reimbursement, P.O. Box 17480, Golden, CO 80402-6026.

YOUR repair or replacement invoice must include the following information: Tire servicing facility name, address, and phone number; YOUR full name, address, and signature; the year, make, model, VIN and mileage of your COVERED VEHICLE; the brand, type, size and DOT number of the tire(s); the date of service.

All requests for reimbursements must be received within 60 days after the date of the event and must have occurred during membership tenure.

Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire and/or wheel if requested) does not substantiate the information provided during the call for prior authorization YOUR claim will be denied. The Administrator reserves the right to deny any claim submitted with false or misleading information.

The Tire Road Hazard benefit is extended to you by Roadside Innovation Inc. (or its obligatory partner) and administered by Sonsio Management, Inc. ("Administrator").

C. MyAutoExpert® - Auto Mechanic Hotline

MyAutoExpert® is a phone service that provides access to ASE Certified Automotive Technicians. Please call 1-888-441-4690 (8 A.M. to 8 P.M. ET, Monday through Friday, and Saturdays from 8AM to 5:30PM ET) to connect to expert, unbiased, and independent technicians that offer general and emergency advice for your vehicle. MyAutoExpert® ASE Certified Automotive Technicians utilize automotive expertise as well as industry leading tools to assist you with questions related to your vehicle. Your benefits include access to the following services:

- a) **Shop Locator.** MyAutoExpert® takes the guesswork out of finding a qualified repair facility willing to stand by its work. When a mechanical repair is needed, MyAutoExpert will direct you to one of 33,000 nationally affiliated repair facilities that provide a minimum 12-Month/12,000-Mile Nationwide Parts & Labor Warranty on qualifying repairs or services performed by that shop.
- b) **Validation & Second Opinions.** MyAutoExpert® will validate the mechanical diagnosis and recommended repairs provided to you by a repair facility. Technicians will speak with you directly and listen to your concerns related to your vehicle and the repair work

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proposed; and they will provide their expertise and opinion about the repair work proposed for your vehicle and whether you are receiving the appropriate service for your vehicle.

- c) **Repair Cost Estimator.** If you question an estimate quoted by a mechanic, MyAutoExpert® will analyze your estimate using the most current parts costs and labor rates for any region of the country. Technicians will provide you with an estimate for repair services based on your description of the problems you are experiencing and review the estimates you have received for the repairs to your vehicle to help you determine if you are getting a fair price.
- d) **Mechanical Diagnosis.** MyAutoExpert® technicians will help determine the potential issues negatively affecting the automobile. If unable to provide a specific diagnosis over the phone, they will help narrow down possible issues and provide information which may be helpful to a repair shop.
- e) **Technical Assistance – Vehicle Features and Mechanical Problems.** MyAutoExpert® technicians answer questions and provide guidance on vehicle features and basic 'owner's manual' maintenance, from how to open the gas tank cover to how to get that new headlight bulb installed.

MyAutoExpert® General Information and Limitations:

- MyAutoExpert provides information and advice about mechanical repairs and services based upon information provided by you, and in no way makes any representations or guarantees regarding the work that has been or will be performed on your vehicle. No estimates, repairs or services are warranted by MyAutoExpert®.
- The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the repairing shop.
- The MyAutoExpert® benefit is extended to you by Roadside Innovation Inc. (or its obligatory partner) and administered by Sonsio Administrative Services, LLC.
- Sonsio may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
- Neither Sonsio nor MyAutoExpert® assumes any obligation or responsibility with regard to the vehicle.
- Neither Sonsio nor MyAutoExpert® assumes nor authorizes anyone to assume additional liability on its behalf.

D. Key Replacement

Automotive Key Replacement reimbursement up to \$100 is available if YOU have a broken, stolen or lost ignition car key for YOUR COVERED VEHICLE. YOU may only utilize this benefit once per coverage period. Key Replacement coverage is effective sixty (60) days after vehicle enrollment date. Please send YOUR receipt to: Roadside

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Innovation Membership Plan, Attn: Key Replacement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

E. Traffic Court Defense

Member will be reimbursed up to \$100 for his/her defense regarding traffic tickets. Traffic court defense claims are limited to once during YOUR membership period. For reimbursement, mail a copy of the ticket or accident report tied to the COVERED VEHICLE along with the bill from YOUR attorney to Roadside Innovation Membership Plan, Attn: Traffic Court Defense, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

F. Auto Theft Reward

A reward of \$1,000 for information leading to the arrest and conviction of anyone who steals YOUR COVERED VEHICLE. Member, family members and law enforcement personnel are ineligible for this reward. The reward does not cover loss from vandalism or stolen contents. Auto theft reward claims are limited to once during YOUR membership period. For reimbursement, please have informant submit applicable police reports to Roadside Innovation Membership Plan, Attn: Auto Theft Reward, 8609 Westwood Center Drive, Suite 810, Vienna, VA 22182. Other documents may be requested as proof of YOUR claim. Be prepared to provide police reports and proof of the arresting conviction associated with the auto theft.

All requests for reimbursements must be received within 60 days after the date of the event and must have occurred during membership tenure.

4. SERVICE VEHICLE TRACKING

WE may provide service vehicle tracking capability to YOU in the event YOU are a smartphone user. If YOUR smartphone has a HTML5 browser, YOU may be able to see real-time tracking of the service vehicle en-route to YOUR location. This feature is initiated by US via text message to YOU and standard message and data rates will apply.

5. PROGRAM ELIGIBILITY

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The program is limited to YOUR COVERED VEHICLE(S). See the definition of COVERED VEHICLE in Section 2, Definitions for details.

6. HOW TO OBTAIN SERVICE

If you have any issue for which one of the emergency services outlined above are necessary, please call US at 1-888-441-4690. When calling for service, please be prepared to provide your name, COVERED VEHICLE information, member number and location of disablement.

If YOU cancel your roadside assistance service event more than 20 minutes after YOUR initial request or YOU are GONE ON ARRIVAL, YOUR account entitlements will be reduced by one event. If you are GOA due to miscommunication of your disablement location, the reassignment of the original service provider or the dispatch of a different service provider will result in an additional event being reduced from your account entitlements.

Any questions regarding how to obtain service, reimbursements or any questions relating to customer service can be addressed to support@getmobilemechanic.com.

7. EXCLUSIONS FROM COVERAGE

This contract does not cover any of the following:

Service if the vehicle(s) covered under this contract is not directly involved in the service event request.

Towing or service while at an auto repair shop or service station to another location. This is considered auto transport, a non-covered event. WE may be able to provide service for an on-demand fee.

Towing or service on Restricted Roadways. Please contact law enforcement officials to manage the event. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Towing or service on roads not regularly maintained (including private property), or in areas not regularly traveled, such as vacant lots, beaches, open fields, or other

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places that would be hazardous for service vehicles to reach. This is considered a non-standard event. WE may be able to provide service however additional expenses may apply.

Immediate towing or service coverage if there are unsafe conditions for the service provider. Unsafe conditions involve ice, sleet, snow, mud, or other environmental conditions that may delay service until conditions improve. Unsafe conditions in direct proximity to the disabled vehicle may require a Winch in order for service to continue. If vehicle requires another service beyond the Winch, it will be considered a second event.

Service when a vehicle is snowbound. WE do not shovel vehicle from unplowed areas, snowbanks, snowbound driveways, or curbside parking. It is YOUR responsibility to ensure vehicle is accessible. WE may be able to winch in a snowy environment subject to the discretion of the service provider. If vehicle requires another service beyond the Winch, it will be considered a second event.

Installation or removal of snow tires and chains during roadside service.

Towing or service if disabled vehicle is in a dangerous roadway location such as in or near a heavy traffic environment. Please contact law enforcement officials to manage the situation into a safe location. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Service if you are not with the vehicle. However, unattended service is allowable for Towing, Winch and Flat Tire. YOU do not need to stay with the disabled vehicle while waiting for Jump Start, Lockout, and Fuel Delivery service but must promptly meet service provider upon their arrival. If YOU choose to leave YOUR vehicle, please do so safely. If YOU feel unsafe returning to the vehicle, service provider will Tow or Winch to a safe location prior to YOUR required return. The Tow or Winch in this instance will count as additional service event.

Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor relating to towing.

Service requested for impounded or booted vehicles.

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Dismounting or rotating tires.

Transportation for YOU to the vehicle for service.

Charging a weak or dead battery for any period of time after a jump start event.

Service of any kind on vehicles using dealer tags.

Immediate towing or service if the vehicle disablement or request for service arises due to or during fire, explosions, power blackouts, civil disorders, riots, acts of civil or military authority, acts of public enemy, war, interruption or failure of telecommunications or digital transmission links, acts of God or any other causes beyond Service Provider's reasonable control. WE will resume service as conditions allow. Immediate service during or shortly thereafter these conditions exist may be available but are considered non-standard. Thus, additional expenses may apply.

Tire repairs or replacements made by anyone other than a licensed service provider. Tire damage incurred outside of the United States. Tire loss, damage or expense caused by accidents, collision, theft, snow chains, explosion, lightning, earthquakes, fire, windstorms, water, floods, malicious mischief, vandalism, civil commotion, riots, war. Tire repairs or replacements due to manufacturer recall, defect or warranty, or any reason the manufacturer will repair or replace at its expense or at a reduced cost. Invoices presented for payment of services not performed, not authorized, or not as described at the time of prior authorization. Tire damage that is caused by or occurs after a tire and/or wheel is no longer serviceable because of misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, improper maintenance, improper or failed repairs, improper rotation, valve stem corrosion, valve stem leakage or failure, tire sealants, brake lock up, wheel spinning, torque snags, etc. Tire loss, damage, or expense as a result of off-road use (i.e., driving on anything that is not a paved or gravel road maintained by the state or local authority or state or national park services, or improved campgrounds). Tire damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing, etc.) or interference with vehicle components (e.g., fenders, exhaust, springs, etc.). Tires with pre-existing, consequential, incidental, secondary damages or unreasonable costs that you may incur as a result of the need to repair

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or replace a tire. There is no coverage for or liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related to tire damage.

8. LIMITATION OF LIABILITY

WE and Urgently, Inc. will not accept responsibility for repairs or the availability, delivery or installation of parts including but not limited to car batteries, replacement keys, and tires. All parts used and services provided by the service facility must be authorized and paid for by YOU.

All authorized service providers are independent contractors and are not OUR agents or employees, therefore WE and Urgently, Inc. assume no liability for any damage to the vehicle resulting from the rendering of service or for personal items left in the vehicle. WE and Urgently, Inc. are not responsible for incidental or consequential damages as a result of any act of the vendor in rendering service requested by YOU, which includes but is not limited to any claims for personal injury or damage to property.

9. PAYMENTS

Asurion serves as the merchant-of-record for YOUR subscription. The payment billing cycle is determined by Asurion for YOUR account.

10. CANCELLATION

YOU may cancel your subscription in roadside assistance services at any time for any reason by cancelling your Mobile Mechanic by Asurion enrollment. Notify Asurion at support@getmobilemechanic. Refer to YOUR Mobile Mechanic by Asurion Terms of Service for further information.

WE, in collaboration with Asurion, may elect to cancel YOUR roadside coverage for any reason at any time. Cancellation terms then apply.

11. TRANSFER

This contract is non-transferable. If vehicle ownership changes, please cancel this contract. Cancellation terms then apply.

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