



Network Member Agreement



This agreement ("Agreement") is entered into by and between:
Tow America Network LLC, "TA"
Located at 1220 Sutton St, Ste 200, Conway AR 72032
and

"Member"

Located at

in connection with the services ("Services") per this Agreement.

The Agreement is effective as of the date of the Member's signature ("Agreement Date").



TERM AND TERMINATION

- This Agreement's term is annual and will renew after the first day of the preceding calendar year. Member may terminate this Agreement for reasonable business cause with a written notice emailed to info@towamericatteam.com ("Termination Notice"). Services will be terminated at the end of the next full calendar month following the date of the Termination Notice. This Agreement may be immediately terminated by TA upon written notice without liability, in the event the Member has failed to perform any obligation required under this Agreement, including, but limited to non-payment, and all amounts due hereunder shall become immediately due and payable. TA may terminate this Agreement with cause with 30 days prior written notice.

PAYMENT

- Member agrees to pay TA the annual membership fee of \$5940.00 for Services in this Agreement and any approved Quote(s) in consolidated monthly payments of \$495.00 including any approved one time or set-up fees. The initial payment will be prorated, calculated by multiplying the monthly fee by the remaining days in the month divided by the total days in the month. Invoices will be issued on or before the beginning of the first day of calendar month and each applicable subsequent calendar month. All payments to TA will be due and payable upon TA providing written or electronic invoices or statements to Member and must be paid upon receipt. Late payments will incur a finance charge of 1.5% per month, calculated from the invoice date. There is a \$50 monthly processing fee per account if the Member has not selected automated billing and payment via ACH or Credit Card or other approved similar service.



TAXES

- All fees are exclusive of all taxes now or henceforth levied against the provision or use of the TA service. Taxes will be invoiced and collected by TA if and to the extent required by any applicable law or taxing jurisdiction. The Member will be responsible for the payment of any such taxes. If you have a pass-through certification or have a tax exclusion, you must inform TA at the time of invoicing and provide the appropriate documentation to the TA Finance team.

RIGHT TO INCREASE FEES ANNUALLY

- Following twelve months from the initial Agreement date, TA reserves the right to adjust or increase fees for the TA service on thirty (30) days written notice. In addition to the other fees set forth herein, TA reserves the right to charge consulting fees as set forth on any Quote(s), including any change in your integration fees during your ongoing subscription. The fees will be invoiced as such fees are incurred.

FEE ADJUSTMENTS IN CONNECTION WITH THIRD PARTY INTEGRATIONS.

- TA reserves the right to implement integration fee modifications in connection with your use of Third- Party vendor technology, software or other services integrated with the TA service. If TA plans to implement any such integration fee modification(s), TA will strive to provide you with as much advance notice as reasonably achievable.



LISCENSE

- Member hereby grants to TA a non-exclusive, worldwide, fully paid license to use, copy, encode, store, modify, archive, distribute, transmit, and publicly display Member’s logos, marks, content, trademarks, and or other Member names or brands, (the “Brands”) provided or made available to TA in performing the services in accordance with this Agreement. TA is further granted the right to sublicense the Brands to its third-party contractors, affiliates, providers, or other parties providing services. Such right to use said Brands shall be limited to those uses reasonably required to support TA the company. Member warrants and represents to TA that it owns or has sufficient licenses and rights to all Member Content for the purposes of this Agreement and that the Member Content will not infringe or violate any intellectual property, privacy, publicity, or other third-party right or applicable laws, rules, or regulations.

ADVERTISEMENTS AND E-MAIL COMMUNICATIONS

- Where necessary, Member shall provide digital inserts of its logos, advertising messages, and email content (“Content”) and shall be solely responsible for their content, TA shall not be responsible or liable for any errors or omission in Content of any kind. This content must comply with the appropriate regulations for the Members Region, State, and Country. For example in the USA, text messaging regulations are covered by the FCC and the industry body TCPA. Changes to Content must be made via TA Interactive system and/or via email when the interactive system does not support Content.



INDENMIFICATION

- Each Party shall defend, indemnify and hold harmless the other Party and its Affiliates and their officers, directors, shareholders, employees, agents, representatives, successors, and assigns from and against all Third Party claims, complaints, and liabilities, or lawsuits for damages (collectively referred to as “Claims”) arising out of (i) any negligent act or omission, or willful wrongdoing by the indemnifying Party, its Affiliate or sublicensees in the performance of this Agreement, (ii) the failure by the indemnifying Party, its Affiliate or sublicensees to comply with any applicable law or governmental requirement, and/or (iii) any breach of any representation or warranty of the indemnifying Party contained in this Agreement. The indemnifying Party shall not be obligated under this Section 9 to the extent that the Claim was the result of the non-performance, negligence, or willful misconduct of the indemnified Party or anyone acting on behalf of the indemnified Party, including its Affiliates and sublicensees, and its and their officers, directors, shareholders, employees, agents, representatives, successors and assigns. The member must adhere to all communication laws of their local and federal authorities and the member identifies TA of any breaches that the member may knowingly or unknowingly execute.

LIMITATION OF LIABILITY

- NOTWITHSTANDING ANYTHING ELSE, TA (AND/OR ITS LICENSORS) WILL NOT BE LIABLE TO THE MEMBER OR ANY THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER OR EQUITABLE THEORY FOR (I) CONSEQUENTIAL, SPECIAL, OR INDIRECT OF INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST DATA, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR RIGHTS, EVEN IF TOLD THOSE DAMAGES MAY OCCUR IN CONNECTION WITH THE CLIENT’S USE OF, OR PARTICIPATION IN, THE SERVICES, OR (III) LIABILITY THAT IN THE AGGREGATE EXCEEDS THE AMOUNT PAID TO TA UNDER THIS AGREEMENT WITH RESPECT TO THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD BEFORE THE LIABILITY ACCRUES.



WARRANTY DISCLAIMER

- THE SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND TA AND ITS LICENSORS DO NOT MAKE ANY WARRANTIES OR GUARANTEES ABOUT THE SERVICES OR THE MEMBER’S USE OF OR PARTICIPATION IN THE SERVICES, INCLUDING, WITHOUT LIMITATION: (A) EXPRESS OR IMPLIED WARRANTIES, (B) WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, (C) WARRANTIES OF UNINTERRUPTED OPERATION WITHOUT ERROR; OR (D) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES.

FORCE MAJEURE

- Neither TA nor its licensors are responsible for (i) delays in delivery, no matter who or what caused the delay; (ii) errors in pricing in the quotes sent by its services; and/or (iii) anything outside TA’s reasonable control or resulting from Member breach of this Agreement. TA is not responsible for the accuracy or completeness of any data provided by Member or any third party on Member’s behalf.

DEFAULT

- Member will be in default if Member breaches this Agreement, including, without limitation, failure of timely payment of any amounts due according to this contract. If the Member defaults, TA may without liability, immediately terminate this agreement and immediately cease providing services to Members. All unpaid amounts owed to TA hereunder are immediately due and payable upon default.



NOTICES

- TA reserves the right, at its sole discretion, to modify or replace any of the terms and conditions of this Agreement at any time for any reason or no reason at all by sending Member an email or other prior written consent; Member's continued use of the Service following the posting or notification of any changes to this Agreement constitutes Member's acceptance of those changes. If Member objects to any such changes, Member may, as its sole and exclusive remedy and TA's entire liability, terminate this Agreement as provided herein. All other notices and other communications to each party must be in writing and sent to the party at the address specified in this Agreement, or to a such alternative address as either party may furnish in writing to the other from time to time. Unless otherwise agreed, notice shall be deemed given (i) upon written verification of receipt from overnight carrier (ii) upon verification of receipt of registered or certified mail, or (iii) upon verification of receipt via facsimile (iv) upon verification of receipt via email.

ENTIRE AGREEMENT

- This Agreement shall supersede all prior contracts and documents in connection with such subject matter hereof. Except as provided in the "Changes / Notices" paragraph above, this Agreement may not be amended, modified, or any provision hereof waived, except in writing signed by each party hereto. No waiver, express or implied, of any provision of this Agreement, or of any breach hereof, shall constitute a continuing waiver of such provision of a breach of waiver of any other provision of the Agreement.



CHOICE OF LAW

- This Agreement will be construed in accordance with and governed by the laws of the State of Arkansas, without regard to principles of conflicts of law. Any disputes under this agreement shall be brought in the courts of Faulkner County, Arkansas and the party's consent to exclusive jurisdiction in such courts. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

INDEPENDENT CONTRACTORS

- Notwithstanding anything else herein, the parties are independent contractors and not employees, agents, joint ventures, or otherwise affiliated and neither has any right or authority to bind the other in any way.

DATA CONFIDENTIALITY

- It is the intent of this application to use personal information only for the purpose for which it was requested, and any additional uses specifically provided by the applications. The member acknowledges and agrees that TA may obtain and aggregate technical and other data/content about the Members use of the Services.



ASSIGNMENT

- Neither party may assign this Agreement without the other party's prior written consent, except that TA may assign this Agreement without consent to a successor to all or substantially all of its business or assets. This Agreement shall be binding upon and shall ensure the benefit of the parties hereto and their respective successors and permitted assigns.

SEVERABILITY

- If any provision of this Agreement is determined to be illegal or unenforceable it shall be limited or eliminated to the minimum extent necessary so that it shall otherwise remain in full force and effect and enforceable.
- THE UNDERSIGNED INDIVIDUALS EACH REPRESENT THAT THEY HAVE THE AUTHORITY TO SIGN FOR AND BIND THEIR RESPECTIVE ORGANIZATIONS AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ATTACHED TO AND INCORPORATED HEREIN.

SERVICE PROVIDED

- TA will provide digital credentials, software, dashboards, and the process to create, distribute and track videos. The Member will be responsible for creating videos and sharing those videos either internally or with customers. TA will also provide the software to facilitate text communications between the TA platform and customers. Additional services, per any approved Quote(s).

SIGNATURES

Tow America Authorized Representative

Signature:

Name Printed:

Title:

Date:

Signature:

Name Printed:

Title:

Date:

TOW AMERICA NETWORK, LLC RECURRING PAYMENT AUTHORIZATION FORM

Schedule your payments to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

1. It's convenient (saving you time and postage)
2. Your payment is always on time (even if you're out of town), eliminating late charges.
3. Choosing an automated payment method here will save you at least \$50 each month.

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged each billing period for the total amount due for that period. A receipt will be emailed to you and the charge will appear on your bank or credit card statement. You agree that no prior notification will be provided if the total payment is per the signed Tow America Network, LLC NSA and any related Addendums. If your bill amount increases per any related Addendums or payment date changes, you will receive notice from us at least 3 business days prior to the next billing cycle.

Please complete the information below:

I authorize Tow America Network, LLC to charge/debit my account indicated below on the first of each month for payment of the Tow America Network membership. I understand that I will only receive advance notice if the charge is increased as amended per any related Addendums.

Checking/Savings Account

Name on Bank Account:

Bank account number:

Account Routing #:

Credit / Debit Card

Cardholder Name:

Credit Card number:

Expiration Date:

CVV Code on Card:

Signature

Date