

10.3. OPERATOR INSURANCE

10.3.1. MAINTAINING INSURANCE

You, the Operator, agree to ensure that both Trux and Customer are provided coverage as additional insureds on all your liability policies, including without limitation automobile and general liability policies using the term, "Trux, Inc. as an additional insured" or equivalent language. Operator understands, acknowledges and agrees that Trux as an additional insured means that Trux and the Customer using the services are also listed as an additional insured. Operator's insurance shall be primary to any other insurance available to Trux and Customer, and any other insurance shall be noncontributory until Operator's insurance is exhausted. Trux may require proof thereof before you may use Trux Services or any time thereafter. Operator guarantees and must provide proof of the insurer's obligation to notify Trux at least ten (10) days before insurance cancellation. Upon receipt of such notice or upon expiration of a currently filed policy with no updated policy on file, you will no longer be permitted to use or access the Trux Platform or fulfill Shipment Assignments. It is the responsibility of the Operator to submit its certificate of insurance to Trux in a timely manner to prevent any suspension of access or functions on the Trux Platform. Operator acknowledges and agrees that Trux may release Operator's contact information and Certificate of Insurance to a Customer upon such Customer's reasonable request.

10.3.2. INSURANCE COVERAGE FOR OPERATORS

To participate on the Trux Platform, You must maintain a minimum insurance coverage of \$1 million per occurrence in automobile coverages and you must expressly name Trux as an additional insured (or include equivalent language) on a certificate. You expressly agree to provide Trux a copy of your insurance policy, including all policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section upon request. Furthermore, Operator must provide Trux with written notice of cancellation of any insurance policy required by Trux. You must submit or cause Your insurance provider or broker to submit a Certificate of Insurance to Trux at insurance@truxnow.com.

10.3.3. INSURANCE COVERAGE FOR NON-ASSET BROKERS

If You are a Non-Asset Broker as defined under this Schedule, then Trux will waive the coverage minimums set out in Section 10.3.2 if You provide Trux with documentation showing that (i) your subcontracted Operators are registered on the Trux Platform and that they have adequate insurance coverages that comply with the terms of Section 10.3.2; and (ii) said subcontracted Operators have named Trux as an additional insured on their insurance policy[ies]. Even if Trux waives its insurance provisions for You on this subsection, You hereby agree that You, the Non-Asset Broker, shall be liable for the activities of any claims arising out of the acts or omissions of your subcontracted Operators and Drivers as if You were the owner of the vehicle that is subject to any claim. For the avoidance of doubt, a Broker must maintain at a minimum general liability insurance coverage of \$1 million per occurrence. The foregoing waiver for non-asset brokers is only as to automobile insurance coverage.