

SCHEDULE G

TRANSPORTATION SERVICE PROVIDER AGREEMENT

INSURANCE AND INDEMNIFICATION

The Parties agree that this Schedule G to ATC's Transportation Service Provider Agreement ("Agreement" or "TSPA") will be effective 08/31/2024, or, if executed after this date, the date when this Schedule G is fully executed by both Parties. The Parties further agree that this Schedule G supersedes any previously executed Schedule G and, except for the changes and additions in this Schedule G, this Agreement remains in full force and effect, and each Party agrees to continue to be bound by its terms.

The Parties agree to the respective insurance coverage and indemnification responsibilities that are set forth below.

1. INSURANCE COVERAGE

1.1 FEC Insurance Coverage - Responsibility for Public Liability. FEC agrees to self-insure and/or otherwise maintain in force, throughout the Term of this Agreement, insurance coverage for public liability (general and automobile/truckers personal injury and property damage insurance coverage), and cargo loss and damage risks in amounts sufficient to meet its legal obligations under 49 CFR Part 387.

1.2 ATC Insurance Coverage. ATC is responsible for investigating and determining its insurance needs. Notwithstanding its own responsibility, ATC agrees to obtain and maintain in force from the Effective Date of this Agreement and throughout its Term the following minimum insurance coverage:

(A) Non-Trucking Public Liability. ATC agrees to obtain a policy including public liability insurance (automobile/truckers bodily injury and property damage coverage) issued by an insurance company qualified to write such coverage in the state(s) where the Equipment is operated, to cover all costs, losses and expenses arising from operation of the Equipment while it is not being operated for the provision of the Services, in amounts not less than \$1,000,000 per occurrence. Minimum coverage requirements are set forth in the Insurance Coverage Table below. ATC will be solely responsible for all deductible amounts and for any loss or damage in excess of the policy limits and for any claim excluded from such policy coverage.

(B) Supplemental Rental Insurance. If ATC elects to utilize a supplemental rental vehicle pursuant to Section 8.3 of this Agreement, ATC agrees to obtain a policy including public liability insurance (automobile/truckers bodily injury and property damage coverage) issued by an insurance carrier qualified to write such coverage in the state(s) where the supplemental rental vehicle is operated, to cover all costs, losses and expenses arising from the operation of the supplemental rental vehicle while it is not being operated for the provision of the Services, in amounts not less than \$1,000,000 per occurrence. Minimum coverage requirements are listed in the Insurance Coverage Table below. ATC will be solely responsible for all deductible amounts and for any loss or damage in excess of the policy limits and for any claim excluded from such policy coverage.

This document has been signed electronically on 08/19/2024 at 06:15:40 PM by 8690772 - CHANCE OLIN for AMCO TRANSPORTATION COMPANY and by 2297510 - Nicky Nadir for FEC, and the electronic signatures shall for all purposes be considered the equivalent of manual signatures, as set forth in the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, and applicable state statutes.

INSURANCE COVERAGE TABLE

NON-TRUCKING PUBLIC LIABILITY	
COVERAGE	LIMITS
Non-trucking public liability	Required \$1,000,000 limit
Additional Insured	FEC must be named via endorsement
Minimum A.M. Best Rating	B+ or better

- (C) **Workers' Compensation Insurance.** ATC agrees to obtain statutory workers' compensation insurance covering ATC and all ATC Personnel from a state owned insurer or a "B+ or better" rated insurer licensed in states as required by law. At ATC's election, but only to the extent allowed under Applicable Law, the required workers' compensation insurance may be obtained under a policy facilitated by FEC (to the extent made available by the insurer) or through an independent source. ATC agrees to ensure that its workers' compensation insurer waives any insurer right of subrogation against FEC Additional Insureds. All workers' compensation insurance will be, at a minimum, written by an insurance carrier or state monopolistic fund licensed to provide and providing such coverage in the state(s) where ATC is domiciled and any other state as required by Applicable Law. In states that require that workers' compensation coverage be obtained only through participation in the state fund (the so-called monopolistic states), ATC agrees to provide FEC or its designee with written authorization, acceptable to the state, which will allow FEC or its designee to verify that ATC is reporting accurate payroll to the state fund.
- (D) **ATC Responsibility for the Equipment.** ATC agrees that FEC will not be liable to ATC for any depreciation, or loss or damage that may occur to any CMV by collision, fire, theft or similar incident, excepting such loss or damage as may be caused by FEC, its employees, agents or subcontractors. ATC agrees to hold FEC harmless with respect to loss of or damage to ATC's Equipment or other property, except such loss or damage as may be caused by FEC, its employees, agents or subcontractors. ATC agrees that FEC has no responsibility to procure, carry or maintain any insurance coverage covering loss of or damage to ATC's Equipment or other property, and that it is ATC's responsibility under Section 1.2 (F) to insure the Equipment as ATC deems advisable.
- (E) **Employment Practices Liability Insurance.** ATC agrees to obtain and maintain an Employment Practices Liability Insurance ("EPLI") policy that covers employment-related claims, such as wrongful termination, discrimination, sexual harassment, and retaliation claims, in amounts not less than \$1,000,000 per policy and that provides for at least \$10,000 of wage and hour defense cost coverage and access to business specific wage and hour guidance from qualified legal professionals.
- (F) **Other Insurances.** In addition to the insurance coverage obligations under this Agreement, it is ATC's responsibility to procure, carry, and maintain any fire, theft, uninsured and/or underinsured motorist, and any other insurance coverage

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that ATC may desire. ATC authorizes FEC to waive, reject or reduce no-fault, uninsured and underinsured motorist coverage from FEC's insurance policies to the full extent allowed under Applicable Law, and ATC agrees to cooperate in the completion of all necessary documentation for the waiver, rejection or reduction in such coverage.

- (G) **Certificates of Insurance for Coverage Obtained by ATC.** ATC agrees to provide FEC or its designee with certificate(s) of insurance evidencing the insurance coverage obligations under Sections 1.2(A), 1.2(B), 1.2(C), 1.2(E), and 2.3(C) (as applicable) of this Schedule G, and to provide FEC with 30 days' written notice of cancellation or material change in coverage. ATC shall name FEC and its Affiliates (as defined in Section 2.5 below) as additional insureds for the coverage obligations set forth in Sections 1.2(A), 1.2(B), and 2.3(C) (as applicable).

Upon advance written notice from FEC to ATC that is reasonable under the circumstances, ATC shall ensure that its insurer provides FEC or its designee with certificate(s) of insurance evidencing the insurance coverage for the obligations under Sections 1.2(A), 1.2(B), 1.2(C), 1.2(E), and 2.3(C) (as applicable) and 30 days' written notice of cancellation or material change in coverage via software application as utilized by FEC's designee.

- 1.3 **Primacy of ATC's Insurance Coverage.** ATC agrees that the insurance coverage obligations of Section 1.2 will be primary, and all FEC coverage (whether insured or self-insured) will be non-contributory, other than the public liability insurance required of FEC under Section 1.1.

2. INDEMNIFICATION

The respective indemnities that the Parties have agreed to are set forth in this Section 2:

- 2.1 **Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses and threatened losses resulting from, arising out of, in connection with, or based on allegations whenever made of, any of the following:
- (A) any claims relating to (1) defamation, fraud, invasion of privacy, assault, battery, false imprisonment or any other tort based upon the actions or conduct of the indemnifying Party or any of its agents, employees or subcontractors, and (2) violation of any health and safety law regulating the workplace based upon any actions or conduct of the indemnifying Party or any of its employees, agents or subcontractors;
 - (B) any claims (including fines and penalties) relating to the failure (whether by act or omission) of the indemnifying Party or any of its employees, agents or subcontractors to comply with Applicable Law; and
 - (C) any claims and liabilities for injury to persons, including death, and damage to property that the indemnified Party may incur arising out of or in connection with the indemnifying Party's failure to maintain the insurance coverage required by Applicable Law or this Agreement.

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2.2 Indemnification by FEC.

- (A) **Indemnification in General.** FEC agrees to indemnify, defend and hold harmless ATC and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims resulting from, arising out of, in connection with, or based on allegations whenever made of, any of the following:
- (1) any third-party claims of infringement of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of or in relation to goods, services or resources provided to ATC by FEC; and
 - (2) any claims relating to personal injury (including death) or property loss or damage resulting from the intentional acts or omissions of FEC's employees, authorized agents and/or subcontractors.
- (B) **Indemnification for Public Liability.** Except with respect to Non-Indemnified Claims (as defined in Section 2.5 below), FEC will indemnify, defend, and hold harmless ATC and ATC's Personnel assigned by it to operate a CMV while providing Services under this Agreement against liability for operation of the CMV while providing the Services.

2.3 Indemnification by ATC.

- (A) **Indemnification in General.** ATC agrees to indemnify, defend and hold harmless FEC and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, losses and threatened losses resulting from, arising out of, in connection with, or based on allegations whenever made of, any of the following:
- (1) assertions by any current or former ATC agent, prospective or former employee, employee, or subcontractor involving or arising in any way out of their employment or other relationship with ATC or the termination of any such relationship, including, but not limited to, any claims that FEC is an employer in any capacity of ATC's agent, servant, employee or subcontractor;
 - (2) any claims arising from operation of a CMV while in the service of anyone other than FEC, including any separate business activities of ATC;
 - (3) any and all claims brought against FEC, or liabilities incurred by FEC, for which there was a failure by ATC or ATC's agents, servants, employees or subcontractors to meet the terms of Section 18.4 of this Agreement and Section 2.6 below.
 - (4) ATC shall hold harmless, defend, and indemnify FEC from any and all causes of action brought by any third party against FEC arising out of ATC's alleged failure to fulfill any financial and legal obligation to a third-party. By way of illustration only, ATC's duty in this section extends to causes of action alleging that the third-party has an enforceable legal

interest in any amount paid or to be paid to ATC under this Agreement.

- (5) ATC shall hold harmless, defend, and indemnify FEC from any and all causes of action brought by any third party against FEC arising out of the use by ATC or its agents, servants, employees or subcontractors of Available Technology as defined in Section 9.7 of this Agreement.

(B) Indemnification for Public Liability. Notwithstanding the commitment of FEC in Section 2.2(B) to indemnify ATC, during the Term of this Agreement and thereafter, ATC agrees to indemnify and hold FEC harmless against any and all claims, damages, losses, expenses, demands, or any other liabilities, including continuous or repeated exposure to the same conditions resulting in public liability, incurred by FEC for or on account of bodily injury and/or property damage caused by any act or omission of ATC or ATC's agents, servants, employees, or subcontractors resulting from, or incidental to or in connection with, the ownership, maintenance, use or operation of a CMV and/or FEC-provided equipment, or the conduct of ATC's business (hereinafter an "Event") as follows, unless FEC discontinued indemnification consistent with Section 2.3(C):

- (1) up to the first \$2,000 if, at the time of the Event:
- (a) the CMV involved in the Event was equipped with functioning safety technology (including unobstructed cameras and devices) as set forth in Schedule E of this Agreement;
 - (b) ATC maintains and administers a Qualified Driver Safety Training Program and all ATC Personnel involved in the Event were compliant with the program;
 - (c) the Event was reported to FEC in accordance with Schedule E of this Agreement; and
 - (d) the Event did not involve a rear-end collision (i.e., where the CMV collides into a vehicle in front of it); or
- (2) up to the first \$35,000 if, at the time of the Event:
- (a) the CMV involved in the Event was equipped with functioning safety technology (including unobstructed cameras and devices) as set forth in Schedule E of this Agreement;
 - (b) ATC maintains and administers a Qualified Driver Safety Training Program and all ATC Personnel involved in the Event were compliant with the program;
 - (c) the Event was reported to FEC in accordance with Schedule E of this Agreement; and
 - (d) the Event involved a rear-end collision (i.e., where the CMV collides into a vehicle in front of it); or
- (3) up to the first \$75,000 if the amount limits set forth in 2.3(B)(1) or 2.3(B)

(2) above do not apply.

(4) ATC agrees that the Qualified Driver Safety Training Program set forth in this Section 2.3(B) will be provided by a vendor listed on *MyGroundBiz*, which listing may be modified by FEC from time to time upon advance written notice to ATC that is reasonable under the circumstances.

(5) ATC agrees that the indemnities set forth in this Section 2 will be invoiced by FEC to ATC in accordance with Section 4.6 of this Agreement. FEC agrees to base any amount invoiced on the actual amount of damages paid or incurred by FEC, which damages FEC shall itemize.

(C) **Indemnification Discontinued.** If at any time FEC discovers that ATC or ATC's Personnel fails to meet the safety terms of this Agreement, as determined by FEC's sole discretion, FEC's indemnification of ATC and its Personnel shall be terminated upon notice and ATC agrees to obtain, effective not later than 30 days after receiving notice from FEC, and continually thereafter maintain, a policy of public liability automobile/truckers bodily injury and property damage insurance coverage that indemnifies and reimburses FEC for a combined single limit of not less than \$2,000,000. Additionally, ATC agrees to obtain, and continually thereafter maintain, a policy of insurance for cargo loss and damage risk that indemnifies FEC for an amount not less than \$300,000 per vehicle, with deductible limits not greater than \$250. ATC agrees to provide FEC with 30 days' prior written notice of cancellation or material change.

2.4 Modification of Terms. ATC understands and agrees that FEC may modify the terms of this Schedule G in connection with substantial and/or sustained changes in market demands, claims, and/or liabilities, including but not limited to, FEC's or ATC's accident and/or loss experiences, and that such modifications will become effective upon advance written notice by FEC to ATC that is reasonable under the circumstances. If a modification materially affects the reasonable costs incurred by ATC in providing Services, then either Party can request adjustment to Settlement, and the Parties agree to confer in good faith. ATC agrees to perform under the modified terms in the event that the Parties are not able to reach a mutual agreement. In that event, either Party may pursue the available dispute resolution procedures set forth in this Agreement, but only with respect to the issue of whether a Party conferred in good faith as that term is defined in this Agreement.

2.5 Definitions. For purposes of this Schedule G, the following definitions apply:

(A) **Affiliate.** Affiliate means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the subject entity.

(B) **Non-Indemnified Claim.** Non-Indemnified Claim means any and all claims, damages, losses, expenses, demands, or any other liability arising out of or related to the following:

(1) the acts and/or omissions set forth in Section 2.3 above;

(2) the willful, intentional, and/or grossly negligent acts of ATC or of ATC's

agents, servants, employees or subcontractors in the operation of a CMV or any other equipment used, or while otherwise assigned to provide Services under this Agreement;

- (3) misrepresenting the qualifications of Personnel and/or failing to disclose a change in the qualifications of Personnel;
- (4) disengaging, covering, altering or otherwise misrepresenting the status of safety technology obligated under this Agreement; or
- (5) an election by FEC to discontinue its indemnity pursuant to Section 2.3 (C) herein.

2.6 ATC Duty to Cooperate in Litigation.

- (A) In addition to the obligations of Section 18.4 of this Agreement, ATC shall assist in preserving, securing, and giving evidence, including but not limited to electronic data and video recordings and providing such evidence upon request by FEC, responding to discovery requests, attending hearings and trials, obtaining the attendance of witnesses at hearings, providing copies upon request of insurance policies as well as pursuing remedies as appropriate with respect to such policies, and/or otherwise cooperate with FEC in such matters.
- (B) ATC agrees that it is and shall be an indispensable party, and upon request by FEC shall join or intervene as a defendant, in any proceeding in which any claims as referenced in Sections 2.1, 2.2 and 2.3 above are brought against FEC, provided that any dispute between the Parties as to ATC's performance of this indispensable party status and joinder or intervention obligation shall not be subject to the Dispute Resolution and arbitration provisions set forth in Sections 16.1, 16.2, 16.3 and 16.5 of this Agreement.
- (C) The costs and expenses related to ATC's obligations under Section 18.4 of this Agreement and this Section 2.6 shall be borne exclusively by ATC.

3. SURVIVAL

ATC agrees that its obligations set forth in this Schedule G survive the expiration or termination of this Agreement.