



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

Hauler Hero Inc.
32 Mercer St 4th Floor
New York, New York 10013

Ship To:

333 West Ave
Unit C
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Hall
250 N 5th St
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 12231
FAX#:
EMAIL: park@haulerhero.com

Order Number
GJPO101848

Order Date
08/13/2026

SOLICITATION #:
NOTES: Ref: Quote attached.
Sourcewell Number - #120324-REH
Contract #5973-26-DH

Recycling and Solid Waste Routing and Business Management
Software - Initial deposit for implementation, hardware and first
quarter of service

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor kristac@gjcity.org		Phone 1-970-256-4124	Net Terms Net 30	Date Required 08/19/2026	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Recycling and Solid Waste Routing and Business Management Software - Initial deposit for implementation, hardware and first quarter of service		145,800.00
Total					145,800.00

Approved:



Customer Success Agreement Sourcewell #120324-REH for **City of Grand Junction**

Customer

City of Grand Junction
Duane Hoff
333 West Avenue, Grand Junction, CO 81501,
Phone: 970.244.1545
Email: duaneh@gjcity.org

Hauler Hero

Hauler Hero Inc.
Park Gamble
32 Mercer St 4th Floor, New York, NY 10013
Phone: 303.882.9640
Email: park@haulerhero.com



A note from our founders

Rain or shine, flat tire or full, sick or healthy, pandemic or not—the trash must get picked up. Haulers can go it alone and make it work in every area of their business, and they do. But when it comes to your software, we think it's too long that the people who build and provide software have let our industry down. We have brought world-class technology with easy-to-use design, a flexible enterprise architecture, a service mindset and software that just works.

We aren't the guys you're going to want to call when your truck won't start or when you can't hire a good driver. But if you want your dispatching, billing, and reporting systems to work? Then partnering with us is a step we know you won't regret. We're a tight-knit group of software and waste and recycling veterans who have built billion-dollar companies that have serviced blue collar workers in just about every industry. And we will do whatever it takes to make sure our software not only works for you, but that it also remains the very best the industry has to offer.

Because, no matter what, the trash must get picked up.

We're excited and we can't wait to show you more.

Mark Hoadley & Ben Sikma

Co-Founders, Hauler Hero

Welcome!

Dear Duane ,

Welcome to Hauler Hero! We can't wait to make you and your team's lives vastly easier and are thrilled to be working with you.

To summarize what you've signed up for, Hauler Hero's pricing is based on the number of active trucks you plan to manage using the platform, regardless of whether each driver uses the mobile app (has a login). Your plan includes unlimited office users and GPS tracking. For details on your plan, fees, and service, please see below.

Best,
Park Gamble

Services

Core Service

Business management software with functionality for customer management, customer portal, billing & payments, reporting, pricing, route management, and mobile Android tablet software for drivers.

Getting Started Package



Data migration from Excel Spreadsheet



Best practices consultation



Account setup and configuration



Production account access



Training of drivers and office staff



Pre-launch review & On Site go-live support

Support



Unlimited customer support service

Fees

Contract Terms

Initial term of one (1) year (subject to renewal as set forth in the Agreement). Term shall start on the earlier of 2026-10-01 or when customer receives access to a production account containing their imported data (the "Effective Date").

Hauler Hero Inc. commits to roadmap delivery of SCIM 2.0 (Q4 2027), audit log export (H1 2028), and support-access logging (H2 2028), with the City's right to be notified of any slip beyond two quarters.

Initial Deposit

Implementation: \$22,750

First quarter of service (18 licenses @ \$396 each): \$21,366

Hardware + Installation: \$101,684

Total: \$145,800

The first quarter of service paid will be applied to the Customer's account as a credit on the Effective Date.

Agreement

This agreement ("Agreement") is entered into as of 2026-08-14 between Hauler Hero, Inc. ("Hauler Hero"), and the customer listed above ("Customer"). This Agreement includes and incorporates Hauler Hero's standard Enterprise Terms & Conditions, together with any order form, pricing schedule, addendum, statement of work, product-specific terms, or add-on terms attached to or referenced in this Agreement, including the Messaging Add-On Terms and Hero Vision Add-On Terms, if applicable. All such documents are incorporated by reference into this Agreement. There shall be no force or effect to any different terms of any related purchase order or similar form, even if signed by the parties after the date hereof.

Hauler Hero

City of Grand Junction



08 / 14 / 2026

08 / 14 / 2026

Mark Hoadley

Duane Hoff

Messaging Add-On

Opt In – Customer elects to enable Messaging Services, subject to the fees and terms below. No fees will be charged until Customer actually sets up a texting line in Hauler Hero.

Opt Out – Customer does not elect to enable Messaging Services at this time. Customer may later request to enable Messaging Services, subject to Hauler Hero’s then-current availability, pricing, and terms.

Customer’s current Messaging Services election is:

- ☐ Opt In
- ☒ Opt Out

1. Messaging Feature

1.1 Messaging Services. Hauler Hero may enable Customer to use SMS and MMS messaging features through the Hauler Hero platform (“Messaging Services”). Messaging may require phone number provisioning, brand registration, campaign registration, carrier approval, and other third-party compliance steps before use.

1.2 Availability. Hauler Hero may enable Messaging Services on a beta, trial, limited availability, or production basis, as determined by Hauler Hero. Customer is not required to use Messaging Services or pay Messaging Fees unless Customer elects to enable Messaging Services.

2. Messaging Fees

2.1 Usage-Based Fees. If Customer enables Messaging Services, Customer agrees to the following fees unless otherwise stated in an applicable order form, addendum, or written agreement:

Messaging Fee	Price
Messaging line	
Messaging campaign	
Included SMS usage	
Additional SMS usage	
MMS usage	

2.2 Billing. Messaging fees will be billed monthly in arrears unless otherwise stated. Unused included SMS segments do not roll over to future months.

2.3 Segments. For billing purposes, SMS and MMS usage may be measured by message segment, as determined by Hauler Hero’s messaging provider.

2.4 Pricing Updates. Hauler Hero may update Messaging Services pricing and terms from time to time upon notice to Customer. Updated Hauler Hero pricing will apply only to future Messaging Services usage after such notice or any required customer acceptance. Hauler Hero may require Customer to review and accept updated Messaging Services pricing or terms before continued use of Messaging Services.

3. Third-Party and Pass-Through Fees

3.1 Pass-Through Fees. Customer is responsible for third-party registration, campaign, vetting, carrier, registry, compliance, telecommunications, and similar messaging-related fees required to enable, maintain, or use Messaging Services.

3.2 Current Examples. As of June 1, 2026, current examples include a [REDACTED] one-time brand registration fee, a [REDACTED] campaign submission or resubmission fee, and an enhanced brand vetting fee for higher-throughput use. These amounts are examples only and may change without amendment to this Agreement.

3.3 Changes to Third-Party Fees. Third-party messaging fees are set by carriers, registries, messaging providers, and other third parties, and may change from time to time. Hauler Hero may pass these fees through to Customer at cost on a future invoice without needing to amend this Agreement.

3.4 Throughput and Additional Vetting. Messaging throughput limits (including the rate and volume of messages Customer may send) are determined by carriers, registries, and Hauler Hero's messaging provider, and depend in part on Customer's brand and campaign vetting tier. If Customer's messaging needs exceed the throughput associated with its current vetting tier, increasing throughput may require additional or enhanced brand vetting performed by a third-party vetting provider. Such vetting is subject to additional one-time or recurring fees, which are third-party pass-through fees under Section 3.1 that Hauler Hero may pass through to Customer at cost. Hauler Hero is not obligated to provision increased throughput unless and until any required additional vetting is completed and the associated fees are accepted by Customer.

4. Customer Responsibilities

4.1 Compliance. Customer is responsible for ensuring that its use of Messaging Services complies with applicable laws, carrier rules, industry standards, opt-in/opt-out requirements, and acceptable use requirements.

4.2 Message Content. Customer is responsible for the content of messages sent by or on behalf of Customer. Customer will not use Messaging Services for unlawful, misleading, abusive, spam, or unauthorized communications.

5. Delivery, Carrier, and Provider Limitations

Customer acknowledges that message delivery may depend on third-party carriers, messaging providers, campaign approval, recipient devices, carrier filtering, throughput limits (which may depend on Customer's vetting tier), and other factors outside Hauler Hero's control. Hauler Hero does not guarantee that any SMS or MMS message will be delivered, received, or delivered within a specific timeframe. Messaging fees may apply regardless of whether a message is delivered, blocked, filtered, rejected, or failed due to carrier, provider, compliance, recipient, or technical reasons.

6. Suspension or Limitation

Hauler Hero may suspend, limit, or disable Messaging Services if Hauler Hero reasonably believes continued use may create legal, compliance, billing, carrier, security, technical, or reputational risk, or if required by a carrier, messaging provider, registry, or applicable law.

Statement of Work

Project Overview

The implementation consists of three phases: Discovery & Planning, Execution & Go Live, and Transition to Success.



Phase One: Discovery and Planning

During the Discovery and Planning phase, your Hauler Hero Project Manager will work with you to define your business objectives and plan the implementation process. Our project will kick-off with a welcome call with your Implementation Manager, during which we will review a high level overview of the implementation process. We will also make recommendations and suggest changes to your existing processes as necessary in order to ensure that you fully utilize the capabilities of Hauler Hero and achieve your business objectives.



Phase Two: Execution and Go Live

The Execution phase is guided by the Project plan from Discovery & Planning. Your team and Hauler Hero will collaborate to configure the system to meet your daily operational needs. Throughout the implementation, online sessions tailored to your team will be conducted, and it's important for appropriate team members to participate or review recordings before the go-live phase. Hauler Hero will provide assistance during the transition period, and three weeks of remote post go-live support will be offered. If on-site services were included, they may be substituted or canceled if necessary for safety reasons concerning your team, Hauler Hero employees, or the community.



Phase Three: Transition to Success

To ensure your long-term success with Hauler Hero, your Project Manager will introduce you to your Customer Success Manager after support post go-live. Your Customer Success Manager will be your long-term consultant to ensure you are maximizing your use of Hauler Hero and are aware of new feature updates and releases. Throughout the process, you will have access to our Customer Support Team.

Scope

Data Migration



Hauler Hero will migrate Customer data which can be accessed and extracted from one existing software platform into Hauler Hero. If data cannot be extracted directly, Customer will need to provide it in tabular format (XLS or CSV files) via report or export. Data from additional sources can be added by providing it in our template format. Cleaning up, reformatting, or removing duplicate records from the source system is the responsibility of the Customer.



Customer shall review all migrated data for accuracy and notify Hauler Hero of any incorrectly migrated or missing data prior to their Go-Live. By completing this thorough review prior to Go-Live, Customer ensures that Hauler Hero will have adequate time to escalate any inaccurate data and work to resolve the issues.



Hauler Hero will request Customer review data once migrated data is ready to be reviewed. Hauler Hero requests that, upon receipt, Customer completes the review within a reasonable amount of time. The Customer Go-Live date may be pushed at Hauler Hero's discretion if the data checklist has not been completed by Customer according to the project plan schedule. Failure to review all migrated data and to identify any inaccurate prior to Go-Live may result in incomplete and/or incorrect data at time of Go-Live and could also result in data requests being processed on a substantially longer timeline.



Customer is responsible for providing an AR Aging report within the same immediate time frame that Customer's existing software backup is generated. This will allow for a snapshot in time of balances that is in line with the data loaded into Hauler hero. Without an AR Aging report from a similar timeframe, the accuracy of reporting may be off, and manual adjustments will need to be made by Customer.



Customer is responsible for providing an accurate AR Aging report in line with data pull dates in order for the Hauler Hero team to set the AR balances accurately within Hauler Hero.



Customer is responsible for reviewing and signing off on AR balance accuracy within Hauler hero prior go-live.

Payment Token Migration



Customer is responsible for obtaining tokens and corresponding account identifiers from their existing payment processing and/or software service provider if Customer chooses to securely migrate stored credit card and/or ACH data to Hauler Hero.



Customer is responsible for complying with all Payment Card Industry (PCI) requirements and data privacy regulations during the token data migration.



Customer is responsible for ensuring that tokens are passed to Hauler Hero and its affiliates in a secure fashion; that tokens represent a valid and correct payment method for the cardholder or account holder; that any required cardholder or account holder consents are obtained; and that tokens are related to the correct Hauler Hero account via a spreadsheet that Customer provides to Hauler Hero and its affiliates.



Should Customer experience delays in executing Customer responsibilities for the token migration, Customer can begin enrolling accounts through Hauler Hero or, if Customer data has not been migrated to production for go-live yet, Customer may request to delay the go-live and pay the Re-allocation Fee.

System Configuration



Hauler Hero will lead a number of calls throughout the implementation process to ensure your account ("Tenant") is configured properly based on Hauler Hero best practices. Customer's Internal Project Manager is responsible for ensuring the appropriate parties attend all assigned calls and training, coming prepared with all prerequisite items required to maximize the efficiency of the call.



Hauler Hero will provide training and guidance to Customer's Internal Project Manager and Team Managers designated by Customer on how to configure the system. Customer will be responsible for inputting the correct information in the appropriate Hauler Hero configuration screens. Hands-on practice inputting the information is an integral part of learning Hauler Hero.

Price Book



Hauler Hero will assist and consult with Customer on the configuration of priced services, fees and taxes for the Hauler Hero Pricing Manager.



When not available in the Customer's original software, Hauler Hero will provide will provide a template that will allow Customer to batch import Pricing Manager items and information (Services, Fees, Taxes) into Hauler Hero.



Customer will be responsible for converting any pre-existing pricing data into the Hauler Hero excel Pricing Manager format. PDF or excel files with multiple tabs need to be converted into the appropriate format.



Customer will be responsible for the creation of the Pricing Manager.

Workflow Process Development



Hauler Hero will provide best practice guidance when implementing standard workflow processes for Hauler Hero.



To ensure reporting and other metrics within the system are accurate, Customer may need to adjust their existing workflows and business processes to align with Hauler Hero's standard workflow processes.



If desired, Customer is responsible for drafting and maintaining Change Management, Workflow, and User Role documentation as it relates to internal Customer processes.

Training



Customer's team will have access to training sessions and recordings provided by Hauler Hero.



It is Customer's responsibility to ensure that all team members complete assigned training tasks, join training sessions, and/or view recorded training sessions assigned prior to conducting any live training.



Hauler Hero will work with Customer to discuss and plan the training strategy for the week of go-live, and will update the schedule as needed as we draw closer to the date.

User Acceptance Testing



Hauler Hero will provide standard User Acceptance Testing Documentation that Customer is required to use to validate the expected functionality of Hauler Hero prior to the week of Go-Live.



Customer will perform all User Acceptance Testing and will report any deficiencies to its Hauler Hero Project Manager, who will address the deficiencies by providing a solution or an alternative approach.



Failure to complete the User Acceptance Testing in good faith, prior to the week of Go-Live, may result in the Go-Live date getting delayed; this will be based on the Project Manager's assessment of the Customer's level of readiness.

Project Management

Roles and Responsibilities:

Hauler Hero will provide subject matter experts who are able to provide industry best practices as they relate to Hauler Hero. To ensure a successful implementation, the expectation is that Customer will provide team members who will oversee the implementation process and ensure that Customer's deliverables are promptly executed, training is attended, and change leadership is provided throughout. Below is a table with expected time commitment by role for all of Customer's team members.

The time required to implement a large Enterprise Resource Planning and Customer Relationship Management system like Hauler Hero is significant. A strong commitment of time and expertise from both partners, Hauler Hero and Customer, is critical to ensure a successful implementation. The below estimates are based on the assumption of a Hauler operating 15 trucks daily and will be scaled up or down based on the size and complexity of the implementation.

	Resource	Responsibility	Hours
Customer	Owner/GM	Executive Stakeholder, Final Decision Maker, Change Leader, Responsible or Project Manager	10
Customer	Internal Project Manager (Point of Contact)	Time and Authority to Configure System, Ensure Task and Training Completion by Managers, Staff, and Technicians, Ensure Attendance of All Employees at all Workshops and Trainings	80
Customer	Team Managers	Fully Participate in Functional Trainings, Configuration of System, Accountability of Team Members for Training, Go-to Hauler Hero Expert in Department	15
Customer	Office Staff	Complete Self-Paced Training, Practice, Attend On-site Training	5
Customer	Drivers	Complete Self-Paced Training, Practice, Attend On-site Training	5
Hauler Hero	Executive Leader	Provide Support to Project Manager to Secure Resources, Remove Obstacles for Success	10
Hauler Hero	HH Project Manager	Oversee the Successful Implementation of the Project, Conduct Calls to Guide Customer in the Implementation, Secure Resources from Hauler Hero Teams, Lead On-Site Implementation Process.	60
Hauler Hero	Data Engineer(s)	Migrate Data from Existing System to Hauler Hero	30

Project Plan:

While the actual Project Plan will be communicated shortly after the Welcome Call, below is a sample Project Plan to help clarify what kind of tasks and trainings Customer should expect during the Implementation:

	Start	End
Project start	Day 1	Day 1
Data collection from existing software	Day 3	Day 3
Data import to preview (UAT environment)	Day 10	Day 14
First look at data in preview	Day 15	Day 15
First set of clean-up tasks created and entered	Day 17	Day 17
Review first clean-up	Day 23	Day 23
Second set of clean-up tasks created and entered	Day 24	Day 24
First office training	Day 26	Day 26
Review second clean-up	Day 29	Day 29
Second Training	Day 29	Day 29
Third Training	Day 30	Day 30
Route review	Day 31	Day 31
Tablet training	Day 31	Day 31
Data sign-off	Day 31	Day 31
Final data pull	Day 36	Day 36
Production account presentation	Day 37	Day 37
Go-Live starts	Day 37	Day 37
In-depth training and real-time support	Day 37	Day 37
Driver tablet training	Day 38	Day 38
Review reports	Day 39	Day 39
Final clean-up tasks	Day 40	Day 45

Project Plan:

Hauler Hero has resourced your implementation for a slated start date of _____ and a go-live date of _____ (to be provided shortly after the implementation welcome call).

In order to accomplish this, resources have been procured, trained, and allocated to this project. Hauler Hero has a finite capacity to implement and only a select number of slots each month in which to enable customers to go live on Hauler Hero software. By moving forward with this agreement, Customer understands that if Customer misses certain deadlines such that the go live timetable needs to shift by more than one week, Hauler Hero may be unable to reallocate those resources to another go-live for that week and would need to allocate additional resources and reserve an additional slot for Customer.

Customer-Caused Implementation Delays. If Customer fails to meet agreed implementation deadlines and such failure materially delays the scheduled go-live date, Hauler Hero may reasonably adjust the implementation schedule and reallocate implementation resources. Any additional fees resulting from a material Customer-caused delay will be mutually agreed upon in writing before being incurred.

Hero Vision Add-On

1. Hero Vision – Product Overview

1.1 Hero Vision. “Hero Vision” is an add-on product that ingests and processes camera media, including video and/or images, and makes such media available within the Hauler Hero platform. Hero Vision may include analytics and automation modules.

1.2 Modules. Hero Vision may include:

- **Basic:** matching and surfacing camera media by linking video clips, images, and related media to stops, routes, work orders, and/or service events within the Hauler Hero platform.
- **Standard:** Basic features plus automated service verification including exception detection. Includes Hero Vision hands free verifications, missed pickups, blocked access, overload/overage, and container detections.
- **Premium:** Standard features plus contamination detection.

2. Camera/API Requirements; Hardware Options; Third-Party Dependencies

2.1 Deployment Options. Hero Vision may be deployed through either:

(a) Customer-provided camera hardware and third-party video platforms that are accessible to Hauler Hero through an API or other integration method reasonably acceptable to Hauler Hero; or

(b) Hauler Hero-provided or Hauler Hero-coordinated cameras, network video recorder devices (“NVRs”), mounts, cabling, installation services, or related hardware, as described in the Customer Success Agreement.

Select existing camera systems may be reused or retrofitted with Hauler Hero NVRs or related hardware, as determined by Hauler Hero on a case-by-case basis.

2.2 Customer-Provided Cameras. For deployments using Customer-provided cameras or third-party video platforms, Customer is responsible for procuring, operating, maintaining, and paying for its camera hardware, connectivity, and any third-party camera platform subscriptions, unless otherwise stated in the Customer Success Agreement.

2.3 API Access Required. For deployments using Customer-provided cameras or third-party video platforms under Section 2.1(a), Customer's camera media must be accessible via an API or other integration method reasonably acceptable to Hauler Hero. Customer will provide Hauler Hero the credentials, permissions, and cooperation reasonably required to access and process the camera media for Hero Vision. Customer acknowledges that Hero Vision may not function, or may function with limited capabilities, if a camera provider does not support necessary integration access.

2.4 Hauler Hero-Provided Hardware. For deployments under Section 2.1(b), where Hauler Hero provides or coordinates cameras, NVRs, mounts, cabling, installation services, or related hardware, Customer will provide reasonable vehicle access, scheduling cooperation, power access, and operational support required for installation, configuration, testing, maintenance, support, repair, replacement, and removal. Hardware quantities, pricing, ownership, minimum term, installation, maintenance, replacement, return, removal, shipping, support obligations, and any early termination or buyout obligations will be as stated in the Customer Success Agreement.

2.5 No Liability for Third-Party Platforms. Hauler Hero is not responsible for the performance, availability, security, or API functionality of any third-party camera system or platform.

3. Pricing; Hardware Terms

3.1 Pricing. Hero Vision pricing, hardware fees, implementation fees, installation fees, usage fees, minimum terms, and other commercial terms are stated in the Customer Success Agreement.

3.2 No Included Hardware Unless Stated. No cameras, NVRs, edge devices, mounts, cabling, installation services, or other hardware are included unless listed in the Customer Success Agreement.

3.3 Hardware Terms. If Hauler Hero provides or coordinates hardware, Customer is responsible for the hardware fees, installation fees, shipping, taxes, and related charges stated in the Customer Success Agreement. If the Customer Success Agreement states that hardware is being sold to Customer, ownership of such hardware transfers to Customer upon payment in full. If the Customer Success Agreement states that hardware is leased, financed, provided as part of a subscription, or otherwise retained by Hauler Hero, Hauler Hero retains ownership of such hardware during the Hero Vision term.

3.4 Customer Access and Cooperation. Customer will provide reasonable vehicle access, scheduling cooperation, power access, and operational support required for installation, configuration, testing, maintenance, support, repair, replacement, and removal of Hero Vision hardware.

3.5 Maintenance, Repair, Damage, Loss, or Misuse. Customer is responsible for maintenance, repair, replacement, and related costs for Hero Vision hardware while such hardware is in Customer's possession or control, unless otherwise stated in this Agreement. Hauler Hero may assist with coordinating maintenance, repair, replacement, or support for Hero Vision hardware, but Customer remains responsible for the associated costs, except to the extent caused by Hauler Hero or its authorized installer. Customer is also responsible for damage, loss, theft, misuse, unauthorized modification, or unauthorized removal of Hero Vision hardware. For hardware purchased by Customer, ownership and warranty terms will be as stated in the applicable product/pricing section of this Agreement.

3.6 Return or Removal. Upon expiration or termination of Hero Vision services, Customer will return any Hauler Hero-owned hardware or provide reasonable access for Hauler Hero or its designee to remove such hardware. This section does not apply to hardware purchased by Customer, except as otherwise stated in this Agreement.

3.7 Early Termination / Buyout. If Customer terminates Hero Vision before the end of the applicable minimum term, Customer remains responsible for unpaid hardware fees, removal costs, shipping costs, and any early termination or buyout amounts stated in this Agreement. For hardware purchased by Customer, any unpaid hardware amounts become due upon termination unless otherwise stated in this Agreement.

4. Customer Data; Camera Media; Usage Rights

4.1 Camera Media. Customer authorizes Hauler Hero to access, ingest, process, store, analyze, display, and use camera media and related data made available for Hero Vision, including video, images, metadata, location data, route data, service event data, vehicle data, and related operational data, as reasonably necessary to provide, support, improve, and operate Hero Vision.

4.2 Customer-Provided or Third-Party Camera Systems. For deployments using Customer-provided cameras or third-party camera platforms, Customer is responsible for ensuring that Hauler Hero has the rights, permissions, credentials, API access, notices, consents, and authority required to access and use the camera media and related data for Hero Vision. Customer is also responsible for complying with any terms, restrictions, or requirements imposed by Customer's camera hardware provider, video platform, API provider, or other third-party system.

4.3 Hauler Hero-Provided Hardware. For deployments using Hauler Hero-provided or Hauler Hero-coordinated hardware, Customer is responsible for ensuring that it has provided all required notices, consents, permissions, and authority for the installation and use of such hardware on Customer vehicles or at Customer locations, and for the collection and use of camera media and related data through Hero Vision. This includes any notices or consents required for drivers, employees, contractors, customers, end users, locations, or other individuals who may appear in or be associated with the camera media.

4.4 Customer Data. Camera media and related operational data provided by Customer or collected through Hero Vision for Customer will be treated as Customer Data under the Agreement.

5. Accuracy; Operational Limitations

5.1 Operational Support Tool. Hero Vision is intended to support operational review, service verification, exception detection, image and video review, and workflow automation. Hero Vision is not a substitute for Customer's operational judgment, employee supervision, driver management, safety procedures, legal compliance, or customer service decisions.

5.2 No Guarantee of Detection. Customer acknowledges that Hero Vision outputs may depend on camera quality, camera placement, camera angle, lighting, weather, vehicle conditions, route conditions, container visibility, connectivity, configuration, image/video quality, third-party platform availability, hardware performance, installation quality, and other factors outside Hauler Hero's control.

5.3 Review Required. Hauler Hero does not guarantee that Hero Vision will identify every event, exception, missed pickup, blocked access condition, overload/overage, container, contamination issue, unsafe condition, or other operational condition. Customer is responsible for reviewing Hero Vision outputs and making its own operational, customer service, safety, and compliance decisions.

5.4 Third-Party and Customer-Provided Systems. For deployments using Customer-provided cameras, third-party camera platforms, or other third-party systems, Hero Vision performance may be limited by the availability, quality, latency, permissions, API access, data format, and functionality of those systems. Hauler Hero is not responsible for reduced performance or unavailable features caused by Customer-provided hardware, third-party systems, or limitations in third-party platform access.

6. Feature Availability; Performance

6.1 Feature Availability. Customer acknowledges that Hero Vision features, including analytics, automation, service verification, exception detection, contamination detection, and related functionality, may be made available, modified, enhanced, updated, or limited by Hauler Hero from time to time. Hauler Hero may discontinue specific Hero Vision features or functionality as permitted under the Agreement.

6.2 Disclaimer. To the extent permitted by law and in addition to the disclaimers in the Agreement, Hauler Hero does not warrant that Hero Vision features will operate uninterrupted, error-free, with complete accuracy, or achieve any particular operational outcome.

7. Suspension or Limitation

Hauler Hero may suspend, limit, or disable Hero Vision if Hauler Hero reasonably believes that continued use may violate applicable law, third-party provider requirements, security requirements, or the Agreement; create a safety, compliance, technical, hardware, or billing issue; interfere with the performance or integrity of the Hauler Hero platform; or if suspension, limitation, or disablement is required by a third-party provider or applicable law.

Terms & Conditions

Enterprise Terms

PLEASE READ THESE ENTERPRISE TERMS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY HAULER HERO, INC. ("HAULER HERO"). BY MUTUALLY EXECUTING THIS AGREEMENT WITH HAULER HERO WHICH REFERENCE THESE TERMS ("AGREEMENT"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **Access to the Service**. Subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth) Hauler Hero grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Hauler Hero product(s) and/or service(s) specified in the Agreement (collectively, the "Service," or "Services") during the applicable Agreement Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Hauler Hero's applicable official user documentation for such Service (the "Documentation").
2. **Implementation**. Upon payment of any applicable fees set forth in the Agreement, Hauler Hero agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on the Agreement ("Implementation Assistance"). If further assistance is required by Customer, then Customer can request services from Hauler Hero's Professional Services Division at \$200/hour.
3. **Support; Service Levels**. Subject to Customer's payment of all applicable fees, Hauler Hero will provide support, maintenance, and uptime for each Service in accordance with the support package selected by Customer on the applicable Agreement.
4. **Service Updates**. From time to time, Hauler Hero may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Hauler Hero shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Hauler Hero may make improvements and modifications to the Services at any time in its sole discretion;

provided that Hauler Hero shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

5. **Ownership; Feedback.** As between the parties, Hauler Hero retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Hauler Hero for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on the Agreement) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Hauler Hero with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Hauler Hero notwithstanding anything else. Hauler Hero acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Hauler Hero a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Hauler Hero's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.
6. **Managed Truck Licenses.** A managed truck license corresponds to any number of work orders (stops) that are stored in the Hauler Hero system and serviced by only one driver during any single day. Routes can only be assigned to drivers, can only appear in mobile, and can only have their work orders (stops) marked as completed in the system after a managed truck license has been assigned to that route. Typically, the number of managed trucks will be equal to the maximum number of routes that are run on any given day. Customer agrees to purchase at least the managed truck quantities set forth on the prior page for the specified term (the "Minimum License Level"). Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and Customer may adjust the actual number of licenses from time to time, provided that customer must always purchase a number of licenses equal to or greater than the Minimum License Level. Quarterly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added licenses and without reduction for licenses removed during the period.
7. **Fees; Payment.** Customer shall pay Hauler Hero fees for the Service as set forth in the Agreement ("Fees"). Unless otherwise specified in the Agreement, all Fees shall be invoiced quarterly in advance and all invoices issued under this Agreement are payable in U.S. dollars in accordance with the payment terms set forth in the Agreement. Invoices that are 30 days past due are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer represents that it is a tax-exempt municipal governmental entity. Hauler Hero will not charge Customer sales, use, or similar transaction taxes for which Customer provides a valid tax-exemption certificate or other documentation reasonably requested by Hauler Hero. All Fees paid are non-refundable and are not subject to set-off.

8. **Confidentiality.** Hauler Hero will provide Customer with confidential information and proprietary materials during Customer's implementation, including, but not limited to, guides, product descriptions and configuration tools (the "Materials"). Customer agrees that the Materials are proprietary to and owned by Hauler Hero and that Customer will hold the Materials confidential and use them solely for the purpose of transitioning to and implementing the Hauler Hero platform. Customer further agrees to keep pricing confidential.
9. **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Hauler Hero product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Hauler Hero may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.
10. **Customer Data and Data Processing Agreement.** For purposes of this Agreement, "Customer Data" shall mean any data, information, or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title, and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Hauler Hero, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of, or right to use, all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Hauler Hero as contemplated hereunder, in each case without any infringement, violation, or misappropriation of any third-party rights, including, without limitation, intellectual property rights and rights of privacy. Hauler Hero shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Hauler Hero is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Hauler Hero's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. To the extent that Customer Data includes any personal information: (i) Hauler Hero will process, retain, use, and disclose such personal information only as

necessary to provide the Services and as otherwise permitted under this Agreement, which constitutes a business purpose; and (ii) Hauler Hero will not sell such personal information, retain, use, or disclose such personal information for any commercial purpose other than the foregoing purposes, or retain, use, or disclose such personal information outside the scope of this Agreement. Hauler Hero understands its obligations under applicable data protection laws and will comply with them.

Data Processing Agreement. This Section 10 constitutes the parties' binding data processing agreement and governs Hauler Hero's processing, handling, retention, protection, and deletion of Customer Data on behalf of Customer. Upon execution of the Agreement by both parties, this Section 10 will constitute the parties' executed Data Processing Agreement.

Data Retention and Deletion. Hauler Hero will retain Customer Data as reasonably necessary to provide the Services, comply with applicable law, resolve disputes, enforce the Agreement, and maintain the security and integrity of the Service. Following expiration or termination of the Agreement, Hauler Hero will delete Customer Data from its active production systems within thirty (30) days and, upon Customer's written request, provide written confirmation of such deletion, except to the extent retention is required by applicable law. Customer Data contained in backup, archival, or cold-storage systems that cannot reasonably be selectively deleted will remain protected in accordance with this Agreement, will not be accessed or restored except for disaster recovery, security, legal compliance, or similar legitimate purposes, and will be deleted or rendered inaccessible in accordance with Hauler Hero's applicable backup-retention practices. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Hauler Hero will not delete Customer Data due to delinquency unless Hauler Hero has contacted Customer and alerted Customer of the late payment at least sixty (60) days before deleting such Customer Data.

Security Incident Notification. Hauler Hero will notify Customer without undue delay, and in no event later than seventy-two (72) hours after Hauler Hero confirms a Security Incident affecting Customer's tenant or Customer Data. "Security Incident" means unauthorized access to, acquisition, use, disclosure, alteration, or destruction of Customer Data within systems controlled by Hauler Hero. Hauler Hero's initial notification may be based on information reasonably available at the time and may be supplemented as Hauler Hero's investigation progresses.

Incident Information and Forensic Artifacts. In the event of a confirmed Security Incident affecting Customer's tenant or Customer Data, Customer shall have the right to receive reasonably available information regarding the incident, including relevant logs, the known timeline, and the nature and scope of the incident. Hauler Hero may redact, summarize, or withhold information to the extent reasonably necessary to protect the security, confidentiality, legal rights, privileged information, proprietary information, or data of Hauler Hero, Customer, or any third party, or to avoid disclosing information that could reasonably facilitate additional unauthorized access.

Sub-processors. Hauler Hero may engage third-party sub-processors to process Customer Data in connection with providing the Services. Hauler Hero will maintain and make available to Customer a current list of such sub-processors and will provide Customer notice of additions or changes to its sub-processors during the Agreement Term. Hauler Hero will remain responsible for the performance of its sub-processors to the extent required under this Agreement and applicable law.

Notwithstanding anything to the contrary, Customer acknowledges and agrees that Hauler Hero may: (i) internally use and modify, but not disclose, Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data, as defined below; and (ii) freely use, retain, and make available Aggregated Anonymous Data for Hauler Hero's business purposes, including, without limitation, improving, testing, operating, promoting, and marketing Hauler Hero's products and services. "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Hauler Hero in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

1. **Co-Marketing**: Customer may, at their discretion, participate in mutually agreed co-marketing activities with Hauler Hero. Any use of Customer's name, logo, trademarks, or other identifying marks by Hauler Hero will require Customer's prior written approval.
2. **Third Party Services**: Customer acknowledges and agrees that the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"), including without limitation through integrations or connectors to such Third Party Services that are provided by Hauler Hero. Hauler Hero is not responsible for the operation of any Third Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Hauler Hero does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.
3. **Term; Termination**: This Agreement shall commence upon the date indicated in the Agreement Initial Term section, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Agreement Terms. The "Agreement Term" shall begin as of the effective date set forth on the Agreement, and unless earlier terminated as set forth herein, shall continue for the initial term specified on the Agreement. The Agreement will not automatically renew. Any renewal or extension must be mutually agreed to by the parties in writing. Either party may provide written notice of its intent not to continue the Services at least ninety (90) days prior to expiration of the then-current term. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Hauler Hero may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Hauler Hero's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Hauler Hero shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Hauler Hero shall use commercially reasonable efforts to provide notice to

Customer describing the nature of the damage or degradation; and (c) Hauler Hero shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

4. **Indemnification**. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (B) in the case of Hauler Hero as Indemnitor, the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, or (ii) the Service (in the case of Hauler Hero as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Hauler Hero do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Hauler Hero (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Hauler Hero, (iv) combined with other products, processes or materials not provided by Hauler Hero (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.
5. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
6. **Limitation of Liability**. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT,

STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO HAULER HERO HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

7. **Miscellaneous.** This Agreement represents the entire agreement between Customer and Hauler Hero with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Hauler Hero with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, excluding its conflict-of-law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Mesa County, Colorado. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Agreement. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Hauler Hero may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and

shall not limit such party's rights with respect to such breach or any subsequent breaches.